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INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

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Chapter 0 - Introduction

AUTHORITY

This handbook was developed under the auspices of the National Wildfire Coordinating Group (NWCG). The NWCG was formed March 18, 1976, by cooperative agreement between the Secretaries of Agriculture and the Interior.

OBJECTIVES

This handbook was developed to assist participating agencies of the NWCG to constructively work together to provide effective execution of each agency's incident management program by establishing procedures for:

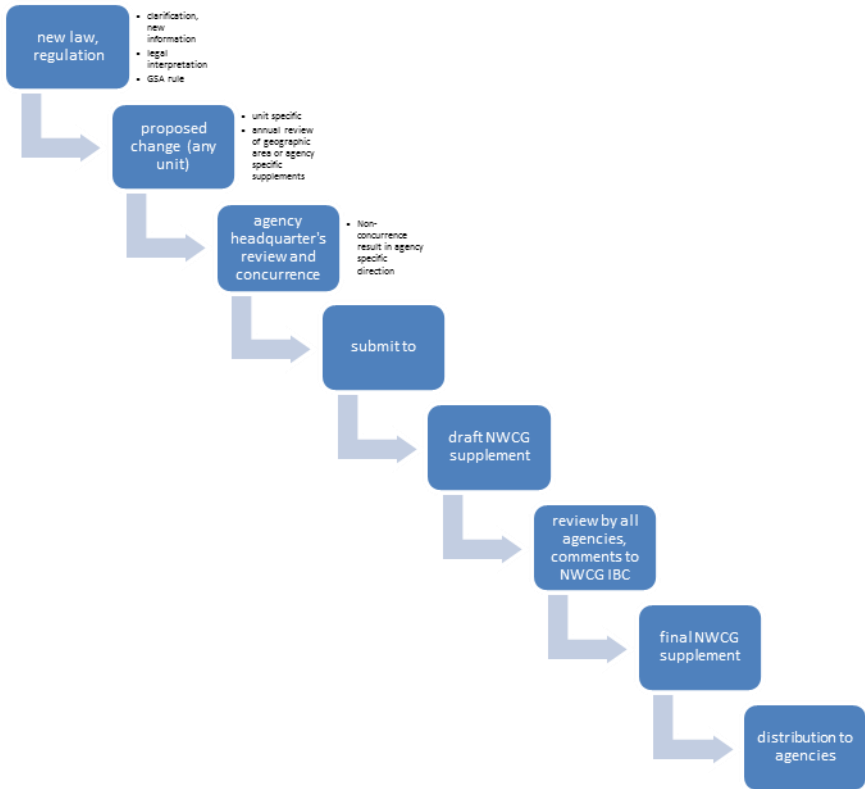
- Uniform application of regulations on the use of human resources, including classification, payroll, commissary, injury compensation, and travel.
- Acquisition of necessary equipment and supplies from appropriate sources in accordance with applicable procurement regulations.
- Management and tracking of government property.
- Financial coordination with the jurisdictional agency and maintenance of finance, property, procurement, and personnel records and forms.
- Use and coordination of incident business management functions as they relate to sharing of resources among federal, state, and local agencies, including the military.
- Documentation and reporting of claims.
- Documentation of costs and cost management practices.
- Administrative processes for all-hazards incidents.

NWCG STANDARDS

Uniform application of interagency incident business management standards is critical to successful interagency fire operations. The NWCG standards contained in this handbook are developed by the member agencies through the NWCG Incident Business Committee. Member agencies are encouraged to issue these standards by reference through their respective directives systems and to apply them consistently, except where agency specific legal mandates, policies, rules, or regulations direct otherwise.

This handbook must be kept current and made available to incident and agency personnel. Changes to the handbook may be proposed by any agency for a variety of reasons: new law or regulation, legal interpretation or opinion, clarification of meaning, etc. If the proposed change is relevant to other agencies, the proponent agency should first obtain national headquarter's review and concurrence before forwarding to the NWCG Incident Business Committee (IBC). The IBC will prepare draft NWCG amendments for all agencies to review before finalizing and distributing (reference the following chart).

- 1 The IBC maintains a website that contains this handbook, handbook
- 2 supplements and amendments and links to geographic and NWCG member
- 3 specific sites.



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1 RESPONSIBILITIES

- 2 • Each agency is responsible for establishing controls to ensure handbooks
3 are maintained in a current status. Handbooks must be available and up-to-
4 date, and the latest revision of forms must be on hand and available to
5 agency and incident personnel.
- 6 • Each agency shall maintain a master distribution list for the handbook and
7 ensure distribution of NWCG amendments.
- 8 • Agencies, field offices, or NWCG geographic areas may supplement this
9 handbook for clarification or information, as long as policy or conceptual
10 data is not changed. Agencies must make supplements available to incident
11 personnel.
- 12 • Agencies may request the IBC review supplements and make changes to the
13 parent text of this handbook if applicable to all agencies.
- 14 • The IBC will revise this handbook every four years.

15 DEFINITIONS

16 Definitions used throughout this handbook are located in the Glossary. Specific
17 definitions unique to a chapter are found within that chapter.

Chapter 10 – Personnel

OBJECTIVE

This chapter provides information and procedures regarding management of human resources, including recruitment, pay, commissary, injury compensation, and travel. Specific and complete regulations are available from federal or state Human Resource offices. Applicable provisions of collective bargaining agreements are not waived.

RESPONSIBILITIES

Recruiting agency responsibilities:

- Ensure the development of recruiting plans.
- Provide training and certification.
- Complete the hiring paperwork.

Hiring unit for casual hires responsibilities:

- Complete the hiring paperwork.
- Apply the provisions of the Administratively Determined (AD) Pay Plan for Emergency Workers.
- Ensure incident qualifications are current.

DEFINITIONS

Definitions used throughout this chapter are located in the Glossary.

RECRUITMENT

Recruiting plans, hiring instructions and operating procedures should be developed by agencies in advance of incidents and include: sources of personnel, age requirements, physical fitness, proper clothing, conditions of hire, wages, and any special procedures pertaining to recruitment and use of personnel. All personnel will be covered 1) under the AD Pay Plan for Emergency Workers as a casual; or 2) under a cooperative agreement; or 3) under a contract; or 4) as a regular government employee.

RESOURCES

Organized Crews

Organized crews under agreements, e.g., crews from other agencies, Native American crews, agricultural workers, National Guard, and prison inmates, are managed in accordance with the terms of those agreements.

- The agency that establishes the crew agreement is responsible to:
- Identify incident behavior expectations.

- 1 • Document consequences for inappropriate behavior in the crew agreement.
- 2 • Ensure incident behavior expectations are provided to crew personnel.
- 3 • Establish procedures to document acknowledgement of receipt of this
- 4 information by crew personnel.

5 Agencies may choose to utilize the Incident Behavior form, PMS 935 (Exhibits
6 10 and 11).

7 Agreements for organized crews, who are hired as casuals, shall comply with the
8 AD Pay Plan (Exhibit 1).

9 The hiring unit is responsible to screen organized crews before they are
10 transported to an incident and ensure all crew personnel have proper clothing
11 and meet position and physical fitness qualifications.

12 Crew representatives or crew bosses are responsible to provide a copy of the
13 agreement, upon request, to the incident management team (IMT) or incident
14 agency to ensure the terms of the agreement are met.

15 Crews provided under contract (known as contract crews) are governed by the
16 terms of the contract and the provisions in this chapter do not apply.

17 **Casuals**

18 Single resource casuals may be hired locally or through state employment
19 offices. Hiring of casuals through a state employment office shall be in
20 accordance with an agreement and understanding reached prior to the incident
21 on hiring methods and procedures for casuals. Hiring units must adhere to the
22 provisions in the AD Pay Plan when hiring casuals. Units are responsible for
23 designating the appropriate agency hiring official, either by name or position.

24 Individuals who have a financial interest/contract with a Federal/state/local
25 entity may be hired as a casual for incident support if the nature of their
26 financial interest/contract is not related or similar to the position/duties they are
27 being hired to perform as a casual.

28 Nonresident aliens may be hired and paid as casuals for the duration of an
29 incident (Comp. Gen. B-146142, 6/22/61). The Internal Revenue Service (IRS)
30 requires each nonresident alien to have a valid Social Security number (SSN)
31 at the time of hire. The Immigration Reform and Control Act of 1986 (Simpson-
32 Rodin Act) also requires completion of an Employment Eligibility Verification,
33 I-9 (Exhibit 7) (8 CFR 274a2).

34 Hiring officials will complete the Single Resource Casual Hire Information,
35 PMS 934 (Exhibit 9) at the time of hire and obtain the casual's signature. Retain
36 a copy for the hiring unit and provide a copy to the casual. Follow agency
37 policy for disposition of the original. This form is not required when hiring
38 crews.

1 If the requesting incident agency has identified on the resource order that
2 electronic devices such as cell phones, etc. are required to accompany the
3 ordered individual, the hiring official will assist the individual with obtaining
4 government issued or acquired property prior to dispatch. If the hiring unit is
5 unable to provide government owned or acquired equipment, advise the
6 individual to contact the incident supervisor upon arrival. The incident unit
7 should provide necessary equipment required by the position. Personal
8 equipment should not be taken to the incident.

9 Agencies, IMTs or incident support units should not establish Emergency
10 Equipment Rental Agreements (EERA) or other federal contracts for personal
11 computers, laptops, cellular phones, tablets, cameras, global positioning systems
12 (GPS), or other electronic devices.

13 Federal and state income taxes will be withheld from the casual's earnings.
14 Casuals must be provided the opportunity to complete appropriate federal and
15 state income tax withholding forms at the time of hire to ensure the correct
16 amount of tax is withheld.

17 Casual earnings may be subject to Social Security earnings limitations. Casuals
18 should contact the Social Security office to determine applicability.

19 Casuals are required to adhere to established incident behavior responsibilities
20 and may be released if inappropriate behavior occurs.

21 Hiring units are responsible to provide the Incident Behavior form to single
22 resource casuals, ensure the casual signs the form, retain the original form and
23 provide the casual with a copy. An Incident Behavior form, PMS 935 shall be
24 completed annually.

25 Reference Exhibit 1 – Administratively Determined (AD) Pay Plan for key
26 positions that may only be filled by current agency employees and for direction
27 on hiring state, local and tribal government employees.

28 It is recommended the following positions also be filled by current agency
29 employees: Incident Business Advisor (IBA), Finance/Administration Section
30 Chief (FSC), Procurement Unit Leader (PROC), Buying Team Leader (BUYL),
31 Buying Team Member (BUYM), and Compensation/Claims Unit Leader.
32 (COMP). If these or any other positions are filled through the use of the AD
33 Pay Plan, the hiring official is responsible to ensure the individual has
34 maintained current qualifications and experience.

35 Casuals hired under the AD Pay Plan cannot supervise, hire, order, or
36 recommend payments that in any way affect a company or contractor the casual
37 has ownership or employment with, or perform any other financial
38 responsibilities to, or for, the company or contractor on an incident. If such
39 working conditions exist on an incident or other workplace, the casual shall
40 disclose any relationship with the company or contractor to the immediate
41 supervisor and the Agency Administrator (AA), IBA, or FSC for resolution.

1 Persons hired as casual firefighters must meet the following requirements:

- 2 • Be at least 18 years old.
- 3 • Minimum physical fitness standards as established by agency policy.
- 4 • Minimum training requirements for the position before assignment.
- 5 • Agency security requirements.
- 6 • Have proper clothing and footwear.
- 7 • All small unit leadership, e.g., crew bosses and assistants, squad bosses
- 8 and/or crew section leaders, engine supervisors (captains) and assistants
- 9 (engineers), must be proficient in the English language and the language
- 10 used by members of their crew/units.

11 **Hiring of 16 and 17 Year Olds**

12 In accordance with applicable state and federal laws, 16 and 17 year old persons
13 may be hired. Obtain incident agency policies (state or federal) for hiring
14 regulations at the site <http://youthrules.dol.gov/>.

15 **Job Corps and Youth Conservation Corps (YCC) Enrollees**

16 Job Corps and Youth Conservation Corps enrollees may be hired as casuals
17 under the AD Pay Plan.

- 18 • Enrollees age 16 and 17 may be assigned to non-hazardous or non-arduous
19 duties only, e.g., camp support.
- 20 • Enrollees age 18 and over may be assigned to all other incident duties at the
21 appropriate AD pay rate.

22 **Hiring of Federal Retirees**

23 Federal retirees may be hired as casuals under the AD Pay Plan. They must
24 meet the same hiring requirements as any other casual.

25 Federal retirees who received separation incentive payments, e.g., buyout, may
26 be subject to repayment of incentive payment if hired as a casual. Retirees
27 should check with the Office of Personnel Management (OPM) for specific
28 restrictions.

29 **Volunteers Under Formal Agreement**

30 Volunteers may be hired as casuals for an incident. While in casual pay status,
31 the provisions of the volunteer agreement do not apply.

32 **Using Regular Government Employees From Federal Agencies**

33 It may be permissible to hire and utilize regular government employees from
34 any federal agency as a casual while they are in a nonpay status, e.g., leave
35 without pay, furlough, intermittent and regularly scheduled days off (reference
36 agency specific policies).

1 **Cooperators**

2 Military Personnel – Except for National Guard (see below), only organized
3 military personnel groups obtained through official channels may be utilized.
4 Timekeeping for organized military personnel will be accomplished by their
5 own support group.

6 The Comptroller General has held federal civilian employment and military pay
7 statutes are not compatible. The most severe emergency does not justify hiring
8 members of the Armed Forces since they cannot be compensated (27 Comp.
9 Gen. 510).

10 Active duty military personnel, including those on leave or furlough, cannot be
11 compensated from incident funds and, therefore, cannot be hired as casuals.

12 National Guard – When the National Guard is formally mobilized and ordered
13 out as a unit, payment shall be made according to the applicable agreement.
14 When members of the National Guard are hired as individuals, they are hired
15 and paid as specified in the applicable agreement (40 Comp. Gen. 440) or as a
16 casual under the AD Pay Plan.

17 State and Local Cooperators – State employees and local cooperators, e.g.,
18 tribal, rural and county fire departments, are hired and paid as specified in an
19 applicable cooperative agreement and time is recorded as specified in the
20 agreement. If the cooperative agreement specifies personnel are hired under the
21 AD Pay Plan, time is recorded on an Incident Time Report, OF-288.

22 Federal Cooperators – It is permissible to utilize regular government employees
23 from federal agencies on incidents under interagency agreements e.g., General
24 Services Administration (GSA), National Weather Service (NWS). Agencies
25 are reimbursed as specified in the applicable interagency agreement.

26 Permittees – Timber sale contracts and agency permits provide for varying
27 levels of fire suppression assistance. The FSC ensures time records and
28 payments are in accordance with applicable contracts or permits.

1 Pay Provisions

2 OBJECTIVE

3 The following contains information concerning tours of duty, hours of work, and
4 pay.

5 RESPONSIBILITIES

6 Incident Management Team responsibilities:

- 7 • Ensure all pay provisions and regulations are applied and adhered to during
8 incident management operations.

9 Home Unit responsibilities:

- 10 • Apply agency specific pay provisions and regulations to emergency incident
11 pay documents.

12 INCIDENT PAY GUIDELINES

13 One-Day Assignments (0001 to 2400 Hours)

14 Usually no changes are made in an individual's regularly scheduled tour of duty
15 when the emergency incident assignment, including travel, is contained within 1
16 calendar day (0001 to 2400 hours). In unusual circumstances, the regularly
17 scheduled tour of duty during the assignment may be changed to a first 8, 9, or
18 10 hours worked. All compensable hours are covered under the provisions of
19 Title 5 USC and the Fair Labor Standards Act (FLSA), as applicable.

20 Multiple-Day Assignments

- 21 • Guaranteed Hours on an Incident Assignment – Every day is considered a
22 workday during an incident assignment until the assignment is over or the
23 individual is officially released from the incident. This includes personnel
24 assigned to support an incident or multiple incidents from a location other
25 than the incident camp, such as dispatchers, buying teams, administrative
26 payment teams, IBAs, and pilots. Therefore, Saturday, Sunday, or other
27 scheduled days off are also considered workdays during the period of the
28 incident as long as the individual is working on the incident assignment.
29 All individuals are ensured pay for base hours of work, travel, or ordered
30 standby at the appropriate rate of pay for each workday. This is true for
31 part-time and intermittent individuals as well.

32 **Exception:** When personnel are required to take a mandatory day off
33 which falls on their normal day off, there will be no pay or any other form
34 of pay compensation.

35 Record “Day Off” (to signify mandatory day off) in the On/Off columns on
36 the Crew Time Report (CTR), SF-261, and the Start/Stop columns on the
37 Incident Time Report, OF-288. Leave the Hours column blank on the OF-

1 288. Home unit timekeeper applies agency pay regulations to determine
2 compensable hours for a day off.

3 Those individuals under a compressed 9 or 10 hour work schedule are
4 ensured 9 or 10 hours base pay per day in accordance with their regular tour
5 of duty.

6 Individuals on first 40 hour tours or flexible work schedules are converted
7 to a first 8 hour tour when assigned to an incident, and are compensated at
8 overtime rates for all hours in excess of 8 hours in a workday.

9 The entitlement for the guarantee does not begin or end at any specific time
10 during a day, but is calculated at the end of the calendar day to ensure the
11 individual's compensation for work, compensable travel and ordered
12 standby is at least equal to their base.

13 • Spot Change Tour of Duty – After the first day on an incident, individuals
14 are spot changed to a first 8, 9, or 10 hour daily tour of duty, depending
15 upon their weekly tour of duty. The spot change occurs the second day of
16 the assignment regardless of whether the employee is in travel status or has
17 arrived at the incident. The individual resumes their normal daily tour of
18 duty on the day following return from the incident.

19 For a 2 day incident, the unit may elect to not spot change the individual's
20 daily tour of duty.

21 • Differentials for Regular Federal Employees

22 • Night Work on the Incident – A regular federal employee who has been
23 spot changed to a first 8, 9, or 10 hour daily tour of duty is entitled to night
24 differential pay for all non-overtime hours worked between 1800 and 0600
25 hours. (Comp. Gen. B-193068, 5/22/84.) When Federal Wage System
26 (WG, WL, WS) employees work nights, refer to normal shift requirements.
27 Employees should reference agency specific guidance.

28 • Retaining Regular Shift Differential on the Incident – Federal Wage System
29 employees whose daily tour of duty at the home unit includes a shift
30 differential will continue to receive the differential while assigned to the
31 incident even though the temporary assignment does not include shift work.
32 General Schedule (GS) employees are not entitled to retain night
33 differential pay on the incident.

34 • Retaining Sunday Differential on the Incident – Temporary changes in the
35 daily tour of duty do not change the days of an individual's weekly tour of
36 duty. Individuals who are entitled to a Sunday differential during their
37 weekly tour of duty at the home unit retain the Sunday differential while
38 assigned to the incident.

39 Individuals whose weekly tour of duty does not include Sunday differential
40 may not be paid Sunday differential on the incident.

- 1 • Regularly Scheduled Overtime – Both Federal Wage System and General
2 Schedule employees, who are compensated for regularly scheduled
3 overtime, lose this entitlement when spot changed to a first 8, 9, or 10 hour
4 daily tour of duty.

5 **Last Day of the Incident Assignment**

6 For pay purposes, the last day of the incident assignment is the last day of actual
7 work or compensable travel connected with the incident.

- 8 • Return During Individual's Weekly Tour of Duty – If the last day of the
9 assignment is part of the individual's weekly tour of duty, and the
10 emergency work or travel is completed before the daily tour of duty
11 requirement is met, the individual is expected to return to his or her regular
12 work assignment to complete the daily tour of duty.

13 The supervisor may release the individual for the remaining daily tour of
14 duty for that workday if it is in the best interest of the unit or the
15 individual's health and safety. This time will be recorded as base hours and
16 charged to the appropriate incident accounting code unless the home unit
17 requires the base hours to be charged to the home unit accounting code.

- 18 • Return Outside Individual's Weekly Tour of Duty – If the last day of the
19 incident assignment is not part of the individual's weekly tour of duty, the
20 individual is compensated only for those hours in actual work or
21 compensable travel status. Compensation will be under Title 5 USC or
22 FLSA as appropriate.

- 23 • Tour of Duty on the Last Day of the Incident Assignment – Any amount of
24 recorded and compensable time on the incident requires the entire last day
25 be completed on the nonstandard first 8, 9, or 10 hour daily tour of duty.
26 This applies even though regular or non-emergency duties are resumed.

27 The individual returns to the regularly scheduled daily tour of duty on the
28 next work day after emergency incident work or return travel (reference
29 Spot Change).

30 **Detail Assignments**

31 Agencies may enter into agreements to provide personnel for extended periods
32 of time to meet staffing needs. This may be documented through an interagency
33 agreement or through the use of the Preparedness/Detail Request found in the
34 National Interagency Mobilization Guide, Chapter 80. A detail assignment in
35 this context does not require a formal personnel action. Personnel on a detail
36 assignment are compensated under normal regulations including pay for travel,
37 overtime, and per diem. Personnel remain under their normal tour of duty,
38 unless otherwise arranged by agreement between the requesting unit and home
39 unit. Casual hires are not intended to be used in a detail capacity.

1 **Off-Site/Remote Incident Assignments**

2 An off-site/remote assignment is work performed by an employee in support of
3 an incident while remaining at the employee's duty station or other designated
4 off-site location. Employees will adhere to all incident and agency guidelines,
5 policies and regulations.

6 Availability

- 7 • Federal employees must obtain supervisory approval.
- 8 • State/local/tribal employees must obtain supervisory approval and meet
9 agency specific requirements.
- 10 • Casual employees are eligible based on agency specific and hiring unit
11 requirements.

12 Ordering Process

- 13 • Employees performing off-site/remote incident assignments will be ordered
14 through the standard dispatch ordering system. A charge code will be
15 provided on the resource order.
 - 16 ○ In the event the employee is ordered to support multiple incidents or to
17 work with a support center supporting multiple incidents, the employee
18 will be provided multiple incident charge codes or a large fire support
19 code by the ordering unit or incident supervisor.
- 20 • Resource orders must specify work will be performed at the official duty
21 station of the assigned individual or other designated off-site location, as
22 appropriate.
- 23 • In general, travel is not authorized for off-site/remote incident assignments.
24 Circumstances may exist that require an employee to make a site visit or
25 incur travel in support of the incident assignment. This should be
26 determined on a case-by-case basis and documented on the resource order.
- 27 • Individuals should utilize government provided equipment.
- 28 • Supplies may be ordered to assist with off-site assignments, following
29 incident procurement guidelines, with incident supervisory approval.
- 30 • Individuals will perform incident support duties and tasks under the
31 direction of the ordering incident.

32 Home Unit Responsibilities

- 33 • Incident management team or the incident supervisor will sign all OF-288s.
34 Arrangements may be made by the incident supervisor to allow for an
35 alternate signature, e.g., GACC Center Manager.
- 36 • Management and approval of time and attendance will be completed by the
37 individual and the home unit supervisor.

- 1 • Performance evaluations should be coordinated between the incident and
2 home unit supervisor, as necessary.
- 3 • Employees will comply with length of assignment and work/rest
4 requirements.
- 5 • Employees with home unit telework agreements must comply with the
6 conditions of their agreement.
- 7 • Employees will adhere to all incident and agency guidelines, policies, and
8 regulations.

9 Time

- 10 • Employees are not entitled to “2 hour callback” while performing an off-
11 site/remote incident assignment.
- 12 • If an employee works more than their normal tour of duty, they are entitled
13 to compensation.
- 14 • Any time worked in support of the incident will be charged to the incident.
15 Hours worked performing regular home unit duties will be charged to the
16 employee’s home unit funds.

17 In order to determine the appropriate entitlements that apply to incident
18 personnel, a determination must be made as to whether the individual is
19 assigned to the incident full-time or intermittently. The following scenarios
20 have been developed as guidance. An off-site/remote incident assignment must
21 meet the parameters of one of these scenarios.

22 Scenario #1 – Employee is physically located at the duty station, or other
23 designated off-site location, and resource ordered to support an incident for
24 100% of their duties.

- 25 • A spot change in the tour of duty to first 8 (9 or 10) hours is required.
- 26 • Base and overtime hours are coded to the incident as prescribed by agency
27 specific policies.
- 28 • Employee is entitled to guaranteed base hours for each work day as
29 specified in the section regarding Multiple-Day Assignments.
- 30 • Employee must comply with work/rest requirements.

31 Scenario #2 – Employee is physically located at the duty station, or other
32 designated off-site location, and resource ordered to support an incident
33 intermittently (after hours, etc.) while still performing home unit duties.

- 34 • Resource order must document the employee is being “ordered to be
35 available for incident response resulting from the emergency”.
- 36 • There is no spot change in tour of duty.
- 37 • Employee is required to perform home unit duties and account for base
38 hours against home unit job code, with regular hours or leave.

- 1 • Incident support after regular work hours are considered overtime and
2 charged to the incident.
- 3 • Employee is NOT entitled to guaranteed base hours for each work day as
4 specified in the section regarding Multiple-Day Assignments.
- 5 • Employee must comply with work/rest requirements.

6 Regardless of the type of assignment, casuals are not entitled to guaranteed
7 hours at their hiring unit per the AD Pay Plan.

8 In off-site/remote incident assignments, federal employees are covered under the
9 Federal Employee's Compensation Act if injured in the course of performing
10 official duties. State/local/tribal employees are covered based on agency
11 specific guidelines (reference Injury/Illness section).

12 The employee will apply approved safeguards to protect government/agency
13 records from unauthorized disclosure or damage and will comply with the
14 Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-
15 579, codified at Section 552a, Title 5 U.S.C.

16 **On-Shift Time**

17 On-shift time includes actual work, ordered standby, and compensable travel.
18 On-shift time has a specific start and ending time and is recorded as clock hours.
19 Individuals are required to report to their designated work site as scheduled,
20 ready and willing to perform work safely.

21 Employees are paid for actual hours worked, with no guarantee of a maximum
22 shift length, unless otherwise specified in a formal, authorized agreement.

23 **Travel and Related Waiting Time**

24 All travel to an emergency incident is compensable because it results from an
25 event which could not be scheduled nor controlled administratively by agency
26 management (5 CFR 550.112. (g)(2)(iv)). Severity and Emergency Stabilization
27 Rehabilitation (ESR) Team assignments are also included under this
28 authorization.

29 Burned Area Emergency Response (BAER) Implementation Team and
30 Prevention Team assignments may or may not be administratively
31 uncontrollable. If it is determined to be administratively controllable, travel
32 time may be compensable under regular travel pay authorities.

33 Prescribed fires and detail assignments are considered administratively
34 controllable; therefore, travel is not compensable under emergency authorities,
35 but may be compensable under regular travel pay authorities.

36 An individual may be compensated for travel from home to the incident when it
37 is a more direct route and only for the time that exceeds the normal time from
38 home to work (5 CFR 550.112. (j)(2)).

1 Compensable time begins when the individual starts travel as outlined above or
2 when they report to the point of departure. Time spent at individual's residence
3 preparing for an incident assignment is not compensable.

4 Following are emergency travel compensation rules. These rules apply to both
5 regular federal employees and casuals, except where noted.

6 • Ordered Travel – All hours of actual travel are compensable. This includes
7 traveling from a sleeping facility to the work site, e.g., incident base,
8 fireline, dispatch office, buying team location. There is no limitation on
9 hours, except for waiting time and meal breaks as provided below. See
10 Incident Operations Driving section for driver duty day limitations.

11 • Travel Interruptions – Employees are in compensable travel status for only
12 actual travel and for “usual waiting time” which interrupts travel. Usual
13 waiting time is defined as time necessary to make connections in ordinary
14 travel situations and travel interruptions as delays when waiting at the
15 airport terminals due to hazardous weather, heavy holiday traffic, airline
16 mechanical problems, etc. Travel interruptions during a period of
17 continuous travel are compensable up to 3 hours as overtime if the travel
18 time occurs outside of the regular tour of duty, except as noted in the Meal
19 Periods section. Travel interruptions exceeding 3 hours (per one-way trip,
20 to or from the destination) where individuals are free to sleep, eat, or, to a
21 limited degree, pursue personal activities including waiting at an airport or
22 other transportation site, are not compensable, and must be shown on the
23 CTR, SF 261, as a travel interruption. In addition, the 3-hour maximum
24 limitation applies even when the one-way trip spans 2 calendar days (50
25 Comptroller General Decision (CG) 519, 1/26/1971).

26 If the interruption occurs during hours within the regular tour of duty, time
27 is compensable except for meal breaks.

28 For casuals, travel interruptions are compensable up to 3 hours once the
29 casual has reached their minimum 8-hour guarantee. Travel interruptions
30 exceeding 3 hours are not compensable if the minimum 8-hour guarantee
31 has been met.

32 • Meal Periods – Time spent eating during travel interruptions is
33 noncompensable, e.g., eating while waiting in an airport or stopping at a
34 restaurant, and must be shown as a break on the CTR, SF-261. Time spent
35 eating while traveling in a plane, bus, or other vehicle is compensable.

36 • Commuting Between Incident Work Site and Residence – When
37 subsistence and lodging are available at the incident, transportation and
38 travel time will not be paid for commuting between the duty location and
39 the individual's residence.

40 • Return Travel – Return travel for employees is compensable when the
41 initial travel resulted from an event, which could not be scheduled or

1 administratively controlled (emergency incident). The time is compensable
2 as overtime when the individual has completed the daily tour of duty.

3 Individuals whose initial travel did not result from an administratively
4 uncontrollable event will have their entitlement to return travel
5 compensated according to pay regulations under FLSA, (5 CFR 550.112(g)
6 and 5 CFR 551.422(a)) (5 USC 5544 for Federal Wage System employees).

7 Coordination with home unit and incident agency for pre-authorization is
8 required for an individual to deviate from return travel upon demobilization
9 from an incident. Compensation for return travel ends at the point and time
10 the deviation occurs. Employees will be in a leave or non-pay status if the
11 base hour requirement for the day has not been met. Once travel to the
12 home unit resumes, it is considered administratively controllable and those
13 pay provisions apply (reference Travel section).

14 **Ordered Standby**

15 An employee is on duty and time spent in ordered standby is hours of work if,
16 for work-related reasons, the employee is restricted by official order to a
17 designated post of duty and is assigned to be in a state of readiness to perform
18 work with limitations on the employee's activities so substantial that the
19 employee cannot use the time effectively for his or her own purposes. A finding
20 that an employee's activities are substantially limited may not be based on the
21 fact that an employee is subject to restrictions necessary to ensure that the
22 employee will be able to perform his or her duties and responsibilities, such as
23 restrictions on alcohol consumption or use of certain medications (5 CFR
24 551.431(a)(1)).

25 Incident agencies or IMTs that utilize ordered standby must document the
26 decision and clock hours in writing on the CTR, SF-261. The clock hours must
27 be recorded on the IncidentTime Report, OF-288, for all compensable hours
28 under ordered standby. Ordered standby demands careful attention to ensure
29 that compensation is paid where warranted and not paid when inappropriate (5
30 CFR 551.431).

1 The following guidelines are provided for uniformity:

- 2 • Compensable standby shall be limited to those times when an individual is
3 held, by direction or orders, in a specific location, fully outfitted and ready
4 for assignment (15 Federal Labor Relations Authority (FLRA) No. 91,
5 August 9, 1984; 52 Comp. Gen. 794; and Hyde v. United States, 209 Ct. Cl.
6 7456, 1976).
- 7 • Individuals are not entitled to standby compensation for time spent eating
8 when actual work is not being performed. This applies even though the
9 individuals may be required to remain at the temporary work site.
- 10 • Time spent in a mobilization or demobilization center, or other general area,
11 including incident base, where the individual can rest, eat, or, to a limited
12 degree, pursue activities of a personal nature is not compensable as ordered
13 standby. This includes staging of IMTs and other resources in either
14 lodging facilities or staging areas while waiting for an assignment.

15 Such time is compensable only to the extent needed to complete the guaranteed
16 hours (8, 9, or 10) for that calendar day. No pay authority exists to guarantee
17 individuals more than their base hours. ICs or AAs do not have the authority to
18 guarantee more than base hours.

19 **On-Call**

20 An employee will be considered off duty and time spent in an on-call status shall
21 not be considered hours of work if:

- 22 • The employee is allowed to leave a telephone number or to carry an
23 electronic device for the purpose of being contacted, even though the
24 employee is required to remain within a reasonable call-back radius; or
- 25 • The employee is allowed to make arrangements such that any work which
26 may arise during the on-call period will be performed by another person (5
27 CFR 551.431(b) (1-2)). Specific state pay guidelines for non-pay status
28 shall apply for state employees.

29 **Off-Shift Time**

30 The degree of control to be maintained over regular government employees and
31 casuals during off-shift hours is dependent upon location, the individual's work
32 function, and the urgency of the emergency situation.

- 33 • At the IC's discretion, regular government employees and casuals may be
34 released during off-shift periods from the incident base or camp.
- 35 • At the IC's discretion, regular government employees and casuals may be
36 restricted to an incident base and all other camps during off-shift periods.
37 This is usually referred to as a "closed camp" (45 FLRA No. 120, 0-NG-
38 1958, Decision and Order on a Negotiability Issue, September 18, 1992;
39 Office of the General Counsel, Authority to Close Fire Camps Opinion,
40 March 28, 1990).

- 1 • Time spent restricted to the camp where personnel can rest, eat, or, to a
2 limited degree, pursue activities of a personal nature is not compensable.
3 Such time is compensable only to the extent needed to complete the
4 guaranteed base hours. Time spent in ordered standby is compensable.
5 • The same policy applies to mobilization and demobilization facilities.
6 • Regular government employees assigned to an incident at their home unit
7 should be given their regular scheduled days off when the situation permits.
8 Regular scheduled days off are considered off-shift time and are not
9 compensable.
10 • Casuals assigned to an incident at their point of hire are not entitled to
11 compensation for days off. This is considered off-shift time and is not
12 compensable.

13 **Meal Periods**

14 Compensable meal periods are the exception, not the rule (5 CFR 551.411 (c)
15 and 29 CFR 785.19 (a)).

16 Time for a meal period is not compensable if the employee is not required to
17 perform substantial duties (86 FPBR 1026). When an employee's time and
18 attention is primarily occupied by a private pursuit such as eating a meal, then
19 the employee is completely relieved from duty and is not entitled to
20 compensation under the FLSA (102 LEP 39580).

21 Personnel on the fireline may be compensated for their meal period if all of the
22 following conditions are met:

- 23 • The fire is not controlled, and
24 • The Operations Section Chief makes a decision that it is critical to the effort
25 of controlling the fire that personnel remain at their post of duty and
26 continue to work as they eat, and
27 • The compensable meal break is approved by the supervisor at the next level
28 and it is documented on the CTR, SF-261.

29 In those situations where incident support personnel cannot be relieved from
30 performing work and must remain at a post of duty, a meal period may be
31 recorded as time worked for which compensation shall be allowed and
32 documented on the CTR, SF-261.

33 Compensable meal breaks include time spent eating while traveling in a plane,
34 bus, or other vehicle.

35 For personnel in support positions, and fireline personnel after control of the
36 fire, a meal period of at least 30 minutes must be ordered and taken for each
37 work shift e.g., a minimum 30 minute break for shifts of 8 hours or more.

1 Work/Rest, Length of Assignment, and Days Off

2 To maintain safe and productive incident activities, incident management
3 personnel must appropriately manage work and rest periods, assignment
4 duration and shift length for all incident personnel.

5 To assist in mitigating fatigue, days off are allowed during and after
6 assignments. If necessary to reduce fatigue, the Type 1 or 2 Incident Commander
7 (IC) or Agency Administrator (AA) (incident host or home unit) may provide
8 additional time off to supplement mandatory days off requirements.

9 For Type 3-5 incidents, paid days off should be the exception. However, if
10 necessary, the Agency Administrator (incident host or home unit) may authorize
11 day(s) off with pay. Follow agency specific direction for payment of days off.

12 The IC or AA authority to grant a day off with pay lies within 5 USC 6104, 5
13 CFR 610.301-306, and 56 CG Decision 393 (1977).

14 Work/Rest Guidelines

15 Work/rest guidelines should be met on all incidents. Plan for and ensure all
16 personnel are provided a minimum 2:1 work/rest ratio (for every 2 hours of
17 work or travel, provide 1 hour of sleep and/or rest).

18 Work shifts that exceed 16 hours and/or consecutive days that do not meet the
19 2:1 work/rest ratio should be the exception, and no work shift should exceed 24
20 hours. However, in situations where this does occur (for example, initial attack),
21 incident management personnel will resume 2:1 work/rest ratio as quickly as
22 possible.

23 The intent of the guidelines is to manage fatigue and provide flexibility for ICs
24 and AAs managing initial attack, extended attack, and large fires. The
25 guidelines are designed to ensure that for every 2 hours of work or travel, 1 hour
26 of time off should be provided within a 24-hour period. It does not matter when
27 the 24-hour period starts; all time recorded on the clock is counted as hours of
28 work and time off the clock is counted as hours of rest, including meal breaks.

29 The IC or AA must justify work shifts that exceed 16 hours and those that do not
30 meet 2:1 work/rest ratio. Justification will be documented in the daily incident
31 records. Documentation shall include mitigation measures used to reduce
32 fatigue. The Extended Work Shift Documentation sample found in Appendix B
33 – Tool Kit is an acceptable method of documentation.

34 The work/rest guidelines do not apply to aircraft pilots assigned to an incident.
35 Pilots must abide by applicable Federal Aviation Administration (FAA)
36 guidelines, or agency policy if more restrictive.

37 Incident Operations Driving

38 These standards address driving by personnel actively engaged in wildland fire
39 or all-hazards response activities, including driving while assigned to a specific

1 incident or during initial attack fire response (includes time required to control
2 the fire and travel to a rest location). In the absence of more restrictive agency
3 policy, these guidelines will be followed during mobilization and demobilization
4 as well. Individual agency driving policies shall be consulted for all other non-
5 incident driving.

6 Agency resources assigned to an incident or engaged in initial attack fire
7 response will adhere to the current agency work/rest policy for determining
8 length of duty-day.

- 9 • No driver will drive more than 10 hours (behind the wheel) within any duty-
10 day.
- 11 • Multiple drivers in a single vehicle may drive up to the duty-day limitation
12 provided no driver exceeds the individual driving (behind the wheel) time
13 limitation of 10 hours.
- 14 • A driver shall drive only if they have had at least 8 consecutive hours off
15 duty before beginning a shift.
- 16 • Exception to the minimum off-duty hour requirement is allowed when
17 **essential** to:
 - 18 ○ accomplish **immediate** and **critical** suppression objectives, or
 - 19 ○ address **immediate** and **critical** firefighter or public safety issues.
- 20 • As stated in the current agency work/rest policy, documentation of
21 mitigation measures used to reduce fatigue is required for drivers who
22 exceed 16 hour work shifts. This is required regardless of whether the
23 driver was still compliant with the 10 hour individual (behind the wheel)
24 driving time limitations.

25 **Length of Assignment**

- 26 • Assignment Definition - An assignment is defined as the time period (days)
27 between the first full operational period at the first incident or reporting
28 location on the original resource order and commencement of return travel
29 to the home unit.
- 30 • Length of Assignment - Standard assignment length is 14 days, exclusive of
31 travel from and to the home unit, with possible extensions identified below.
32 Time spent in staging and preposition status counts toward the 14 day limit,
33 regardless of pay status, for all personnel including IMTs.
- 34 • Days Off - After completion of a 14 day assignment and return to the home
35 unit, 2 mandatory days off will be provided (2 after 14) (state regulations
36 may preclude authorizing this for State employees). Days off must occur on
37 the calendar days immediately following the return travel in order to be
38 charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp.
39 Gen. Decision 393 (1977)). If the next day(s) upon return from an incident
40 is/are a regular work day(s), a paid day(s) off will be authorized.

1 Pay entitlement, including administrative leave, for a paid day(s) off cannot
2 be authorized on the individual's regular day(s) off at their home unit.

3 Agencies will apply holiday pay regulations, as appropriate. A paid day off
4 is recorded on home unit time records according to agency requirements.

5 Casuals are not entitled to paid day(s) off upon release from the incident or
6 at their point of hire

7 Contract resources are not entitled to paid day(s) off upon release from the
8 incident or at their point of hire.

9 Home unit AA may authorize additional day(s) off with compensation to
10 further mitigate fatigue. If authorized, home unit program funds will be
11 used.

12 All length of assignment rules apply to aviation resources, including aircraft
13 pilots, notwithstanding the FAA and agency day off regulations (reference
14 the appropriate aviation contracts).

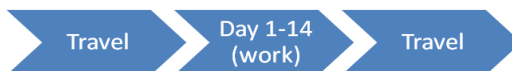
- 15 • Assignment Extension - Prior to assigning incident personnel to back-to-
16 back assignments, their health, readiness, and capability must be
17 considered. The health and safety of incident personnel and resources will
18 not be compromised under any circumstance.

19 Assignments may be extended when:

- 20 ○ life and property are imminently threatened,
- 21 ○ suppression objectives are close to being met, or
- 22 ○ replacement resources are unavailable, or have not yet arrived.

23 Upon completion of the standard 14-day assignment, an extension of up to an
24 additional 14 days may be allowed (for a total of up to 30 days, inclusive of
25 mandatory days off, and exclusive of travel). Regardless of extension duration,
26 2 mandatory days off will be provided prior to the 22nd day of the assignment.
27 When personnel are required to take a mandatory day off, which falls on their
28 normal day off, there will be no pay compensation.

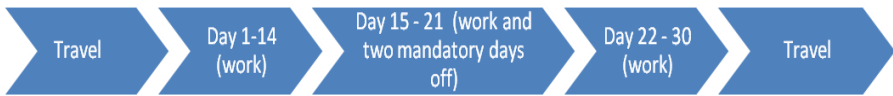
- 29 ○ 14 Day Scenario



- 30 ○ 21 Day Scenario



1 ○ 30 Day Scenario



2
3 Contracts, I-BPAs, and EERAs should be reviewed for appropriate pay
4 requirements and length of assignment. If the contract, I-BPA, or EERA does
5 not address length of assignment, the incident FSC or the procurement official
6 should be consulted as to whether compensation for a day off is appropriate.

7 Single Resource Extensions - The Section Chief or IC will identify the need for
8 assignment extension and will obtain the affected resource's concurrence. The
9 Section Chief and affected resource will acquire and document the home unit
10 supervisor's approval.

11 The IC approves the extension. If a geographic or national multi-agency
12 coordinating group (GMAC/NMAC) is in place, the IC approves only after
13 GMAC/NMAC concurrence.

14 The home unit supervisor and affected resource must concur with the
15 assignment extension.

16 IMT Extensions - IMT extensions are to be negotiated between the incident AA,
17 the IC, and the GMAC/NMAC (if directed).

18 A sample Length of Assignment Extension form can be found in Appendix B –
19 Tool Kit. A copy of the documentation should be included in the incident files.

20 **Management Directed Days Off at Home Unit**

21 Supervisors must manage work schedules for initial attack, dispatch and incident
22 support personnel during extended incident situations. During periods of non-
23 routine or extended activity, these employees will have a minimum of 1 day off
24 in any 21 day period. This minimum requirement should rarely be needed since
25 scheduled days off are normally given much more frequently during periods of
26 routine activity. State policies apply to state personnel.

27 Indicators of the need for a day off include long shifts, but equally important, the
28 actual observation of the physical and mental condition of the employee. This is
29 a critical responsibility of every manager and supervisor.

30 Required days off for employees assigned to an incident at their home unit are
31 not compensable when they occur on the employee's regularly scheduled day(s)
32 off. Management directed day(s) off on an employee's regularly scheduled
33 workday(s) are considered excused absences and are compensable. Agency
34 policy determines approval authority level and documentation requirements for
35 a management directed day off. Home unit documents management directed
36 days off per agency requirements. A management directed day off may only be

1 given when the employee is at the home unit and is charged to home unit funds
2 (cannot be charged to incident funds).

3 **Other Pay Provisions**

4 • Supervisory Personnel – Time spent in planning and technical sessions,
5 arranging for tools and transportation, refurbishing equipment and
6 performing supervisory duties such as completing CTRs, giving
7 assignments, etc., is compensable as work time.

8 • Holiday Pay – Regular government employees who are spot changed to a
9 first 8, 9, or 10 hour tour of duty are compensated for holiday pay if the
10 individual would have been entitled in their regular position. Additional
11 hours are treated as overtime and paid at applicable rate.

12 • Inadequate Food or Lodging – Inadequate food or lodging situations should
13 be the exception. When nonexempt regular government employees and
14 casuals do not receive adequate food or lodging, they shall be in pay status
15 the entire time they are working, sleeping, or eating (Comp. Gen. B-
16 230414, 1/10/90).

17 Adequate food is defined as: meals ready to eat (MREs), sack lunches,
18 military-type rations, hot can, or similar meals.

19 Adequate lodging is described as: a sleeping bag (paper or cloth) or a
20 blanket or equivalent covering to provide protection from the elements for
21 sleeping.

22 Regular government employees must be in nonexempt status to qualify for
23 compensation. There is no authority to grant compensation for these
24 conditions to exempt employees. Exempt employees can only be
25 compensated for on-shift time. Exemption status is based on home unit
26 position classification.

27 ICs are responsible for determining when an inadequate food or lodging
28 situation exists. This must be documented on the CTR, SF-261, in the
29 Remarks section. Hours recorded for an inadequate food or lodging
30 situation count as hours of work for computation of the 2:1 work/rest ratio.

31 • Callback Provisions – The 2-hour callback provision in law does not apply
32 when assigned to an incident.

33 • Sickness – A regular government employee who has been determined by
34 their incident supervisor to be unable to perform work due to non-work
35 related illness is placed in leave status, e.g., sick, annual or leave without
36 pay, if the day is within the individual's weekly tour of duty at the home
37 unit. If outside the individual's weekly tour of duty, the individual is not
38 entitled to compensation.

39 Casuals are not entitled to sick leave. They are guaranteed 8 hours for each
40 day held by the incident. Management has the option to pay the guarantee
41 or return them to their point of hire.

- 1 • Medical Treatment – When a regular government employee or casual is
2 provided medical treatment by the incident, pay entitlement will not exceed
3 actual hours worked or guarantee (8 hours per day for casuals) whichever is
4 greater for that calendar day (5 CFR 551.425). Time spent traveling to or
5 from a medical facility and/or time spent receiving medical attention is
6 considered compensable time only if it falls within the employee’s regular
7 guaranteed work hours. Overtime cannot be earned (reference Continuation
8 of Pay (COP) section).
- 9 • Biweekly Earning Limitation – The biweekly earning limitation on
10 premium pay contained in 5 CFR 550.105 is waived for Department of the
11 Interior (DOI) and Department of Agriculture (USDA) General Schedule
12 employees working in connection with wildland fire activities (Public Law
13 107-107, Section 1114). This authority does not apply to all-hazards
14 responses (reference Chapter 90).
- 15 • Maximum Annual Earning Limitation – The maximum annual earning
16 limitation limits a regular federal government exempt employee’s basic and
17 premium pay to the annual salary of a GS-15, Step 10 grade level, including
18 locality and/or special salary rate, or Level V of the Executive Schedule,
19 whichever is greater (5 CFR 550.106). This includes overtime and
20 compensatory time, as well as Sunday and night differential, but excludes
21 hazard pay differential (5 CFR 550.107).
- 22 There is no provision in law to waive any salary payments received by an
23 employee that exceeds the annual maximum earnings limit. Federal
24 employees should monitor their total earnings to ensure they do not exceed
25 the annual maximum earnings limitation.

26 **Hazard Pay for General Schedule Employees**

27 OPM regulations provide for payment of a differential to GS employees who are
28 exposed to unusual physical hardship or hazardous duty.

29 This authorization is based upon the inability to mitigate the hazard. ICs and
30 AAs should not unduly expose any person to hazardous situations and will
31 provide written documentation in the incident records if personnel are unduly
32 exposed to hazardous situations.

33 Incident agencies and IMTs do not have the authority to approve hazard pay for
34 conditions that do not meet the parameters stated in 5 CFR 550.901 through
35 550.907 and the hazard/environmental pay matrix in Appendix B.

36 **Definitions for Hazard Pay Purposes**

37 Control of Fire – The IC or AA will determine when the fire is controlled. Fire
38 may be controlled even if confinement strategy is being applied.

39 Fireline – For the purpose of hazardous duty pay administration, a fireline is
40 defined as the area within or adjacent to the perimeter of an uncontrolled
41 wildfire of any size in which action is being taken to control fire. Such action

1 includes operations which directly support control of fire, e.g., activities to
 2 extinguish the fire, ground scouting, spot fire patrolling, search and rescue
 3 operations, and backfiring.

4 Limited Control Flights – Flights undertaken under unusual and adverse
 5 conditions, e.g., extreme weather, maximum load or overload, limited visibility,
 6 extreme turbulence, or low level flights involving fixed or tactical patterns,
 7 which threaten or severely limit control of the aircraft.

8 **Positions Not Entitled to Hazard Pay Differential for Irregular and** 9 **Intermittent Hazardous Duties**

10 Certain positions are not entitled to specific hazard pay differentials because the
 11 hazard has been considered in the classification of the position

12 The following positions are not entitled to hazard pay for the duties shown:

<u>Position</u>	<u>Hazardous Duties</u>
Pilot, FS-2181	Operating aircraft in flight
Forestry Technician (Smokejumper), GS-462	Parachute jumps

13 GS employees in these positions are entitled to hazard pay differentials for
 14 performing other authorized duties as described below.

15 **Criteria for Entitlement to Hazardous Pay Differential for Irregular and** 16 **Intermittent Hazardous Duties (5 CFR 550.904)**

17 Full-time, part-time, and intermittent GS employees are eligible for hazard pay
 18 differential computed at 25 percent of the base rate when performing duties
 19 specified below.

20 Any member of the incident fire suppression organization is eligible for hazard
 21 pay while carrying out assigned duties, if hazard pay criteria, as described
 22 below, are met. Incident supervisors must manage for the appropriate
 23 application of the authority.

- 24 • Firefighting – Participating as a member of a firefighting crew in fighting
 25 forest and range fires on the fireline before the fire is controlled. Personnel
 26 assigned firefighting duties are not entitled to hazard pay after the
 27 declaration of an official control time and date.

28 This does not include personnel engaged in logistical support, service, and
 29 non-suppression activities, e.g., media tours to the fireline, incident
 30 personnel driving to the fire to observe activities, drivers delivering tools or
 31 personnel (Appendix B - hazard/environmental pay matrix).

- 32 • Flying – Individuals, except pilots, who are participating in limited control
 33 flights.

1 Hazard pay for flying activities is related to the use of the aircraft, not the
2 work of the occupants. If the flight is undertaken under unusual and
3 adverse conditions which threaten or severely limit control of the aircraft,
4 then hazard pay is warranted. Hazard pay is not authorized for situations
5 such as flying passengers from a work center to a location to fix equipment
6 when there are no adverse conditions that threaten or severely limit the
7 aircraft.

- 8 • Groundwork Beneath Hovering Helicopter – Participating in ground
9 operations to attach an external load to a helicopter hovering just overhead.
- 10 • Work in rough and remote terrain – Working on cliffs, narrow ledges, or
11 near vertical mountainous slopes where a loss of footing would result in
12 serious injury or death, or when working in areas where there is danger of
13 rock falls or avalanches.

14 Burned Area Emergency Response (assessment or implementation) does not
15 meet the definition of firefighting for hazard pay eligibility; however, hazard
16 pay criteria listed above may apply.

17 Prescribed fire does not meet fireline hazard definition for hazard pay; however,
18 hazard pay criteria listed above may apply.

19 **Regulations Governing Payment of Hazard Differential for General** 20 **Schedule Employees**

- 21 • All hazard pay differential for GS employees is based on a 24 hour day
22 from 0001 to 2400 hours. An individual who performs duties for which
23 hazard pay differential is authorized shall be paid the hazard differential for
24 all hours in pay status during the calendar day in which the hazardous duty
25 is performed.
 - 26 ○ The automatic cut off time is 2400 hours. An individual working
27 beyond 2400 hours into the next day is entitled to hazard pay
28 differential for 2 days only if exposed to the hazard before and after
29 2400 hours.
 - 30 ○ No minimum time requirements for exposure shall be established to
31 earn entitlement to differential pay for hazardous duty. Any amount of
32 actual exposure during a calendar day qualifies the individual for the
33 pay differential for all compensable hours performed that day.
- 34 • Hazard pay shall be computed on the basis of all hours in pay status. If in
35 an 8 hour workday the individual performs hazardous duty for 1 hour and is
36 in paid leave for 7 hours, the hazard pay differential shall be computed on
37 the full 8 hours. If the individual were in non-pay status (leave without pay)
38 for 7 hours, the hazard pay would be computed on the basis of the 1 hour in
39 pay status.
- 40 • Hazard pay shall be computed on the basis of an individual's base
41 compensation and shall be paid in addition to any other compensation the
42 individual earns under other statutory authority.

- 1 • Hazard pay differential is in addition to any other premium pay or
2 allowances payable under other provisions of this chapter. It is not subject
3 to the biweekly maximum limitation provisions, which the law places on
4 the amount that may be received for overtime work (5 CFR 550.106 and
5 550.907) but is subject to the annual aggregate compensation limit (5 CFR
6 530.202(4)).

7 When recording hazard pay, show the category of hazardous exposure, e.g.,
8 firefighting, rough terrain, hover hookup, on a CTR, SF-261. The Incident Time
9 Report, OF-288, should show an “H” for the on-shift hours.

10 **Environmental Differential for Federal Wage System Employees (5 CFR** 11 **532.511)**

12 OPM regulations provide for payment of environmental differential for exposure
13 to various degrees of hazards, physical hardships, or working conditions likely
14 to be encountered in an emergency situation.

15 An employee shall be paid an environmental differential when exposed to a
16 working condition or hazard that falls within one of the categories approved
17 below by OPM (5 CFR 532.511 and Appendix B):

- 18 • Firefighting - Participating or assisting in firefighting operations on the
19 immediate fire scene and in direct exposure to the hazards inherent in
20 containing or extinguishing fires.
- 21 • Flying – Individuals, except pilots, who are participating in limited control
22 flights.
- 23 Environmental differential for flying activities is related to the use of the
24 aircraft not the work of the occupants. If the flight is undertaken under
25 unusual and adverse conditions which threaten or severely limit control of
26 the aircraft, then environmental differential is warranted. Environmental
27 differential is not authorized for situations such as flying passengers from a
28 work center to a location to fix equipment when there are no adverse
29 conditions that threaten or severely limit the aircraft.
- 30 • High Work - Working on any structure of at least 30 meters (100 feet)
31 above the ground, deck, floor or roof, or from the bottom of a tank or pit.
32 Working at a lesser height if the footing is unsure or the structure is
33 unstable.
- 34 • Groundwork Beneath Hovering Helicopter - Participating in operation to
35 attach or detach external load to a helicopter hovering just overhead.

36 **Criteria for Entitlement to Environmental Differential for Federal Wage** 37 **System Employees**

38 Full-time, part-time, and intermittent Federal Wage System employees are
39 eligible for an environmental differential at the rate specified for each category.

1 The amount of the environmental differential is determined by multiplying the
 2 percentage rate authorized for the described exposure by the WG-10, Step 2 rate.
 3 Exposures to hazards, physical hardships, or working conditions listed in this
 4 section have not been taken into consideration in the job-grading process (5 CFR
 5 532.511 for all differential rates (percents) and for other categories).

- 6 • Compensation Based on All Hours in Pay Status.

<u>Differential</u>	<u>Category</u>
25 Percent	Fighting Wildland or Range fires on the fireline

- 7 • Compensation Based on Actual Exposure.

<u>Differential</u>	<u>Category</u>
100 Percent	Participating in low level flights in small aircraft including helicopters
25 Percent	High work
15 Percent	Participating in operations to attach external load to or from helicopter hovering just overhead.
4 Percent	Performing work, which subjects the individual to soil his/her clothing, beyond that normally to be expected in the duties of the classification.

Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used or which are readily available; or when such devices are not feasible for use due to health considerations (such as excessive temperature or asthmatic conditions).

When the use of mechanical equipment, or protective devices, or protective clothing results in an unusual degree of discomfort.

8 **Regulations Governing Payment of Environmental Differential**

- 9 • Shift Basis – When a Federal Wage System employee is exposed to a
 10 hazard for which an environmental differential is authorized on a shift basis,
 11 the individual is paid the differential for all hours in pay status on the
 12 calendar day on which exposed to the hazard.
- 13 • Actual Exposure Basis – When an environmental differential is paid on an
 14 actual exposure basis, a Federal Wage System employee is paid a minimum
 15 of 1 hour's differential for the exposure. Intermittent exposures during a 1
 16 hour period do not qualify an individual for more than 1 hour's differential

1 pay for that hour. For exposure beyond 1 hour, the individual is paid in
2 increments of one-quarter hour for each 15 minutes and portion thereof in
3 excess of 15 minutes.

4 When an individual is exposed at intermittent times during a day, each
5 exposure is considered separately. The amount of time the individual is
6 exposed is not added together before payment is made for exposure beyond
7 1 hour's duration, except that pay for the differential may not exceed the
8 number of hours of active duty by the individual on the day of exposure.

- 9 • **Multiple Exposures** – When a Federal Wage System employee is entitled to
10 an environmental differential, which is payable on a shift basis on the same
11 day, the individual is entitled to a differential which is payable on an actual
12 exposure basis at a higher rate. The individual is paid the differential on the
13 basis of actual exposure for that exposure and the differential on the shift
14 basis for the remaining hours in pay status for that day.

15 When an individual is subjected to more than 1 hazard at the same time for
16 which a differential is authorized, the individual is paid for the exposure,
17 which results in the higher differential, but may not be paid for more than 1
18 differential for the same hours, e.g., a Federal Wage System employee may
19 be paid at 100 percent for 1 hour of low-level flight and the balance of the
20 on-shift time at 25 percent for firefighting.

- 21 • **Two-Day Exposure** – The automatic cut off time is 2400 hours for an
22 environmental differential. A Federal Wage System employee working
23 beyond 2400 hours into the next calendar day earns entitlement to
24 environmental differential for 2 days only if exposed to the hazard before
25 and after 2400 hours.
- 26 • **Base Pay** – Environmental differential is included as part of a Federal Wage
27 System employee's base rate of pay and is used to compute premium pay for
28 overtime and holiday work.
- 29 • **Recording** – When recording environmental differential for actual exposure,
30 show the actual hours of exposure and the category with justification in the
31 Remarks block on a CTR, SF-261.
- 32 • The *Incident Time Report*, OF-288, should show the percentage and the
33 appropriate category in the Remarks block and an "E" for actual hours of
34 exposure.

35 **Public Law 106-558**

36 Public Law 106-558 provides for exempt employees of the Forest Service and
37 the Department of the Interior, who have their overtime hourly rate capped at
38 GS-10, Step 1, or their base rate of pay whichever is greater to be paid at an
39 overtime rate equal to one and one-half times their hourly rate of base pay when
40 engaged in emergency wildland fire suppression activities. The annual earnings
41 limitation still exists.

42 This overtime provision applies only under the following circumstances:

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- 1 • Those assigned to emergency wildland fire activities whose overtime work
2 is exempt from coverage under the FLSA.
- 3 • Those involved in the preparation and approval of a Burned Area
4 Emergency Stabilization Plan whose overtime hours worked are exempt
5 from coverage under the FLSA. The new overtime provisions will apply
6 only until the initial Emergency Stabilization Plan is submitted for approval.
- 7 • Those required to augment planned preparedness staffing levels to enhance
8 short term suppression response capability, severity activities, accident or
9 after accident reviews related to wildland fires or emergency wildland fire
10 funded prevention activities, whose overtime hours worked are exempt
11 from coverage under the FLSA.
- 12 • In order to qualify for the pay provision, an employee's overtime work must
13 be charged to a wildland fire, emergency stabilization, severity, or wildland
14 fire suppression funds tied to the support of suppression operations and that
15 overtime must be recorded on a timesheet approved by an appropriate
16 supervisor.

17 This overtime pay provision does not apply to personnel involved in prescribed
18 fire, other fuels management activities, implementation of fire rehabilitation
19 plans, or to overtime incurred in conjunction with any other activity not
20 specified above, e.g., hurricanes, floods, non-fire Federal Emergency
21 Management Agency (FEMA) incidents or other all-hazards assignments.

22 **Fair Labor Standards Act (FLSA) Exemption Modifications for Emergency** 23 **Assignments**

24 Regular government employees, regardless of grade, may be assigned to
25 perform non-fire emergency duties (5 CFR 551.211(b)).

26 Regular government employees are classified as either exempt from FLSA or
27 nonexempt from FLSA. General Schedule employees who are classified
28 exempt, are compensated under Title 5, and in essence, do not receive full
29 compensation for overtime hours worked. Their overtime rate is fixed at a
30 designated level (GS-10, Step 1) or an employee's base rate of pay, whichever is
31 greater (2004 Defense Authorization Act). General Schedule employees who
32 are classified as nonexempt are compensated under both FLSA and Title 5, and
33 in essence, are compensated at 1.5 times the base pay rate for all overtime hours
34 worked. All wage grade and wage leader employees are classified as
35 nonexempt. Wage supervisors are classified as exempt.

36 In an emergency, the exemption status of an exempt employee is determined on
37 a work week basis. An exempt employee shall be nonexempt for any weekly
38 tour of duty in which the employee's primary duties for the period of emergency
39 work are nonexempt (5 CFR 551.211 (f) (2) (ii)). For purposes of this CFR,
40 primary duties typically means, the duty that constitutes the major part (over 50
41 percent) of an employee's work (5 CFR 551.104). Nonexempt employees retain

1 their nonexempt status regardless of the emergency work performed or the
2 incident position to which assigned.

3 Enter the NWCG approved position code found in Appendix A – Acronyms &
4 Position Codes on the Incident Time Report, OF-288, to assist home units in
5 documenting nonexempt status for pay purposes.

- 6 • Positions on Type 1 and Type 2 incidents are identified as exempt or
7 nonexempt (reference Exhibit 12).
- 8 • When a position is identified as an assistant, deputy or trainee they will
9 have the same exempt or nonexempt status as the position by the same title,
10 i.e., Assistant Safety Officer - exempt, Deputy Finance/Administration
11 Section Chief – exempt, or Dispatcher Trainee - nonexempt.
- 12 • Positions on Type 1 and 2 incidents that are not identified above and
13 positions on Type 3 incidents will be determined as exempt or nonexempt
14 on a case-by-case basis by the employing agency human resource specialist
15 upon submission of a claim by the individual.
- 16 • All positions on Type 4 incidents are considered nonexempt.
- 17 • An individual may be assigned to an incident as a “Technical Specialist.”
18 Specialized training may not be required for these positions. Specialists
19 will perform similar duties during an incident that he/she normally
20 performs. The individual's normal FLSA determination is used to compute
21 pay.

Personnel Timekeeping/Recording

OBJECTIVE

The primary objective is to keep time records for individuals under a system of control. Incident Time Reports, OF-288s, that have been certified as accurate by an authorized signature are considered to be accurate for pay purposes.

Home unit timekeepers will not make changes to this official document, except to correct mathematical errors and/or to complete return travel entries. If home unit timekeepers have questions concerning the OF-288, they should contact the incident agency for clarification.

The Time Unit approval of the OF-288, or other agency pay document, certifies that the required documentation is on file and no further documentation is required for pay purposes.

RESPONSIBILITIES

Finance/Administration Section Chief responsibilities:

- Supervise the Time Unit Leader and ensure all timekeeping and time recording requirements are implemented and met.
- Advise section chiefs and IC when time submitted is not in compliance with policy.

Time Unit Leader responsibilities:

- Ensure daily completion of personnel time recording documents.
- Review submitted documents for compliance with policies.
- Advise supervisors and FSC when time submitted is not in compliance with established policies.

Personnel Time Recorder responsibilities:

- Review time as submitted on the CTR, SF-261 and notify the TIME of any discrepancies.
- Record time to the Incident Time Report, OF-288.

Incident Supervisor responsibilities:

- Document on-shift time, hazard/environmental differentials, compensable meal breaks, etc., on the CTR, SF-261, in accordance with policies and regulations.

Incident Personnel responsibilities:

- Accurately report time to their incident supervisor.
- Review time records prior to demobilization.

- 1 • Submit time records per agency direction.

2 Home Unit Timekeeper responsibilities:

- 3 • Apply agency pay regulations to determine pay entitlements including
4 overtime, pay differentials, compensable travel time and compensable hours
5 for a day off.

6 **PROCEDURES**

7 Two forms are provided for recording time worked on an incident. The CTR,
8 SF-261 (Exhibit 4), is the initial timekeeping document. Time from the CTR is
9 transferred by the PTRC to the Incident Time Report, OF-288 (Exhibits 5 and
10 6).

11 The OF-288 is the official time reporting document that is certified as accurate
12 by the FSC or Time Unit.

13 On an incident of limited duration at the home unit that involves only home unit
14 personnel, the AA may elect to record emergency incident time directly on the
15 agency time reporting document. When utilizing agency time reporting
16 documents in lieu of CTRs or OF-288s, ensure the same
17 justifications/documentations that would normally be recorded on those official
18 documents are shown or attached to the agency documents (i.e., hazard pay
19 justification, compensable meal breaks, excessive shift justifications, etc.)

20 Military time shall be used on all records pertaining to timekeeping and time
21 recording (Exhibit 2).

- 22 • Filing Time Reports – The CTR and OF-288 are filed in a sequence that
23 will facilitate accurate posting and timely review and retrieval. CTRs are
24 filed by crew, with the crew identified by name and request number.
- 25 • Time Recording Control – The TIME establishes time recording procedures
26 to ensure on-shift time for all incident personnel is recorded for each day
27 assigned. The TIME will develop a system to identify resources assigned.
28 This may include reviewing the Incident Action Plan (IAP) or referring to
29 the resource order list.
- 30 • Documentation – The TIME ensures documentation of excess hours,
31 work/rest and other record keeping is completed. This may be
32 accomplished through the use of logs, recording on a calendar, recording on
33 the incident action plans, or other documentation methods.

34 ***Crew Time Report, SF-261***

35 The incident supervisor certifies time worked by signing the CTR. The CTR
36 documents time for all crews and overhead. The IC's time report is signed by
37 the AA or other Command & General staff. Detailed instructions and samples
38 for the CTR are shown in Exhibit 4. Individuals may not sign their own CTR.

1 An incident supervisor should be aware of the pay status of their subordinates,
2 e.g., WG, GS, casual, cooperator, as this affects recording requirements.

3 An incident supervisor will certify CTRs for each operational period which
4 contain the following information:

5 On-Shift Time – Time of actual work, ordered standby, or compensable travel
6 that has a specific start and ending time.

7 Travel Time –Travel time shall be recorded on the CTR as follows:

- 8 • Travel to an Incident – Report travel time to an emergency incident on a
9 CTR and include:
 - 10 ○ Time of departure from point where travel began, e.g., official duty
11 station, staging area, residence if outside daily tour of duty. Record all
12 travel time using the time zone of departure.
 - 13 ○ Delays or layovers of over 3 hours at transfer points.
 - 14 ○ Meal breaks.
 - 15 ○ Time of arrival at incident.

16 Hazard/Environmental Differential

- 17 • GS Employees – The supervisor indicates hazardous duty by placing an "H"
18 in the Remarks block 6 and notes the hazard category in block 11 of the
19 CTR. It is not necessary to show clock hours of the hazardous duty.
- 20 • WS/WL/WG Employees – The supervisor indicates an "E" and the
21 percentage of entitlement in the CTR Remarks block 6 and notes the hazard
22 category in block 11 of the CTR. The supervisor must record clock hours
23 when the differential is based on actual exposure.
- 24 • Documentation of hazard/environmental differentials for *Crew Time*
25 *Reports* can be found in Appendix B.
- 26 • Remarks – Supervisors are responsible to indicate changes in crew
27 composition or incident position in the CTR Remarks block. This includes:
 - 28 ○ Discharged or Quit – Note reason.
 - 29 ○ Transfer – If individuals are transferred to other crews, note losing and
30 gaining crew name and number.
 - 31 ○ Position Change – Note effective date, time, new position title, and
32 reason for change in the Remarks block. This information is used to
33 determine FLSA status or changes in AD pay rate.
 - 34 ○ Compensable Meal Breaks – Justification should be provided on a
35 CTR.
 - 36 ○ Day(s) Off
 - 37 ○ Time of injury and/or transport to medical facility
 - 38 ○ Special Pay Provisions

- 1 • The original CTR is submitted to the Time Unit after all entries have been
2 made and the CTR has been signed by the appropriate approving official.

3 **Timekeeping Methods**

4 It is essential that employees and supervisors accurately and clearly report time
5 on the CTR in order to facilitate time recording on the OF-288.

6 The primary consideration is to correctly compensate personnel on the incident
7 for all hours in pay status.

8 There are two methods for timekeeping on the CTR:

- 9 • When a crew is in a pay status and time is identical, the names,
10 classifications and on-shift time are listed with specific remarks in block 11
11 (Exhibit 4).
- 12 • When individuals have different on-shift times, make an entry for each
13 individual (Exhibit 4).

14 ***Incident Time Report, OF-288 for Regular Government Employees***

15 Detailed instructions for completing the OF-288 for regular government
16 employees are found in Exhibit 5.

17 OF-288s are prepared for all incident personnel at time of arrival at the incident.
18 All on-shift time is reported on the CTR and recorded on the OF-288.

19 Initial attack personnel who are assigned to an incident will submit their time on
20 a CTR to their incident supervisor for approval. The CTR is submitted to the
21 Time Unit for recording on the OF-288.

22 Travel to an Incident - Travel time is reported on a CTR and recorded on the
23 OF-288 with a "T" entered on the right hand side of the hours column.

- 24 • Return Travel - Travel time from an incident to the individual's official
25 duty station must show:
- 26 ○ Time of departure from the incident base.
 - 27 ○ Non-compensable meal breaks.
 - 28 ○ Delays of over 3 hours.
 - 29 ○ Time and date of arrival at official duty station.

30 Any other information required to determine entitlement to return travel time.

31 The time of departure from the incident is posted by the Time Unit, and a "T" is
32 entered on the right hand side of the Hours column. The individual completes
33 return travel time and obtains home unit supervisor approval.

34 Recording Hazard or Environmental Differential –

- 1 ○ When GS employees perform hazardous duty during any part of the
2 calendar day, an "H" is entered on the right side of the Hours column
3 (Exhibit 5).
- 4 ○ When Federal Wage System employees (WG, WL, WS) perform work
5 for which environmental differential is payable, an "E" is entered on
6 the right side of the Hours column.
- 7 The differential percentage with corresponding hours is noted in the
8 Remarks block 19.
- 9 • Position Change – Copy from the CTR the effective date, time, new job
10 title, and reason for change in the Remarks block and begin a new column
11 on the OF-288 to indicate the new position title. This information is used to
12 determine FLSA status.
- 13 • Guaranteed Hours – The Time Unit enters the hours as recorded on the
14 CTR. For additional hours necessary to meet base hours, the Time Unit
15 records "Guarantee" in the Start/Stop column and leaves the Hours column
16 blank. The home unit timekeeper is responsible to ensure the proper
17 amount of hours is applied to meet the employee's base tour of duty.
- 18 • Recording Day(s) Off – The Time Unit records "Day Off" in the Start/Stop
19 column for an on-incident day off. The Time Unit leaves the Hours column
20 blank.
- 21 • If the end of a pay period occurs during an incident, information may be
22 transmitted electronically to the individual's home unit.

23 **Hiring and Payment of Casual Employees**

24 Casuals are hired and compensated in accordance with the Administratively
25 Determined Pay Plan for Emergency Workers (Exhibit 1). The AD Pay Plan
26 includes pay rates, required situations for hire, conditions of hire, and position
27 classifications.

28 At the time of hire, the casual and hiring official will review and complete the
29 following:

- 30 • OF-288 and/or CTR (as necessary) to include position code and AD
31 classification
- 32 • *Employment Eligibility Verification, I-9* (every 3 years)
- 33 • *Single Resource Casual Hire Information, PMS 934*
- 34 • *Incident Behavior, PMS 935*

35 The hiring official and casual should discuss the AD Pay Plan and the pay rates
36 as they pertain to the casual's qualifications.

37 During the initial hiring, the casual is also responsible to complete the
38 following:

- 39 • *Employees Withholding Allowance Certificate, W-4*

1 • State income tax withholding forms

2 • Electronic deposit form

3 The hiring unit retains, in a secure location, the I-9, the *Incident Behavior* form,
4 any federal or state withholding forms, the electronic deposit form, and a copy
5 of the *Single Resource Casual Hire Information* form.

6 The casual will retain the *Single Resource Casual Hire Information* form, a copy
7 of the *Incident Behavior* form, any position specific requirements (e.g., clothing,
8 footwear), and a copy of the AD Pay Plan.

9 Once on the incident, the casual is required to provide the CTR and *Single*
10 *Resource Casual Hire Information* form to the Time Unit.

11 For casual crews, all form requirements remain the same, with the exception of
12 the *Single Resource Casual Hire Information* form. However, the hiring unit or
13 crew representative informs the casuals of incident behavior expectations and
14 responsibilities. The Crew Boss must provide a complete manifest of all crew
15 members showing full name, type of employment, and incident position,
16 including any in trainee status. Sponsored casual crew incident behavior
17 responsibilities may be found in the crew agreement. If none are listed, utilize
18 the *Incident Behavior* form (Exhibits 10 and 11).

19 The crew representative will deliver the OF-288s or CTRs to the incident Time
20 Unit.

21 When circumstances require that casuals be hired at the incident, the incident
22 agency provides direction regarding disposition of the I-9, *Single Resource*
23 *Casual Hire Information* form, *electronic deposit* form, and *Incident Behavior*
24 form. A new *Single Resource Casual Hire Information* form is not required
25 when the casual's position changes on an incident.

26 Federal (W-4) and state income tax withholding forms completed at the incident
27 are attached to the OF-288. Obtain submission/processing guidelines for income
28 tax withholding forms from the incident agency. For long-duration incidents,
29 discuss procedures with the incident agency regarding submission of these forms
30 prior to the release of the resource.

31 • Actions of Time Unit - The Time Unit collects and examines time reports
32 for completeness and legibility. The PTRC records time from the CTR to
33 the OF-288 (Exhibit 6).

34 • Pay Rate Changes - Pay rate/position changes are recorded on the CTR by
35 the incident supervisor. The PTRC begins a new column on the OF-288
36 with the new rate of pay and indicates reason for change in the Remarks
37 block of the OF-288.

38 • Guaranteed Hours - The Time Unit enters the on-shift hours as recorded on
39 the CTR. Any additional hours necessary to meet the 8-hour daily guarantee
40 are listed on a separate line of the OF-288 by the PTRC. After the date,

1 note "Guaranteed Hours" in the Start/Stop blocks and post the necessary
2 additional hours to the Hours column.

- 3 • Day-Off at Incident - The Time Unit records day-off as 8 in the Hours
4 column. Clock hours are not necessary.

5 **Closing Out Incident Time Reports**

6 See Exhibit 8 for checklist for closing out *Incident Time Reports*. The Time
7 Unit reviews the time reports, ensures all on-shift time and commissary issues
8 have been posted, and signs block 21. All incident personnel should sign block
9 20 of the OF-288. It is the responsibility of each individual to ensure their time
10 is posted accurately before leaving the incident.

11 The OF-288 may be a computer-generated form or the official preprinted form,
12 as long as the appropriate number of copies is made and an original signature in
13 other than black ink is on the payment document (reference agency specific
14 policy for electronic signature acceptance in lieu of original signature).

15 When an individual or crew is transferred to another incident, the Time Unit
16 closes out the OF-288 and gives it to the regular government employee or crew
17 representative. The new incident pays for travel to the new incident location.

18 When an IMT is responsible for multiple incidents, e.g., a complex, and uses
19 resources on different incidents within the complex, use a separate column to
20 record time for each incident. Closing out the OF-288 for each incident is not
21 required. The OF-288 is closed out only when resources are demobilized from
22 the complex.

23 Initial attack resources generally move from incident to incident and are
24 managed by the incident agency. A new column is started for each new
25 incident. It is not necessary to close out the OF-288 and start a new one.

26 The original CTR and file copy of the OF-288 are retained in the incident
27 finance records (Exhibit 40), unless otherwise required for reimbursement by
28 state and local government cooperators.

- 29 • Regular Government Employees - The Time Unit gives the original,
30 completed and signed OF-288 to the individual to take back to their home
31 unit.

- 32 • Casuals - The Time Unit processes the original OF-288 per hiring agency
33 policy. Return travel time should be recorded per agency guidelines. A
34 completed copy is given to each casual.

35 If a casual is terminated for cause or quits, note the reason in the Remarks
36 block of the CTR and the OF-288. Compensation for return travel is
37 generally not made in these instances. Exceptions must be in accordance
38 with agreements or authorized by the IC for individuals not covered under
39 an agreement.

- 1 • Job Corps and YCC Enrollees - OF-288s are prepared and maintained for
2 all Job Corps and YCC enrollees. The OF-288 shall be completed the same
3 as for casuals.
4 All OF-288s for Job Corps and YCC enrollees are hand carried to the home
5 unit by the assigned supervisor or leader.

6 **Common Timekeeping Issues**

7 Local Residents on Site - Local residents frequently go to the site of an incident
8 when an emergency occurs and are performing emergency work when the initial
9 attack resources arrive. The statements of work and travel made by these
10 citizens are normally accepted, but must be verified by a supervisory official on
11 a CTR. These individuals may be hired as casuals.

12 Individuals Moving from One Location to Another on the Same Incident - If the
13 incident has more than one base camp, the FSC is responsible for providing time
14 recording for all locations. This may require additional Time Units to assure
15 efficient time recording.

16 Recording Clock Hours When Travel Crosses Time Zones - When traveling to
17 an incident from one time zone to another, continue to record time in the clock
18 hours of the first time zone until off-shift for the day. Indicate over the Start and
19 Stop columns the time zone of the clock hours shown. The next work shift is
20 recorded in the new time zone. These same guidelines apply when returning to
21 the home unit or reassignment to another incident.

22 **EXHIBITS**

23 [Exhibit 1 – Administratively Determined \(AD\) Pay Plan for Emergency](#)
24 [Workers \(Casuals\)](#)

25 [Exhibit 2 – Military Time Conversion](#)

26 [Exhibit 3 – State Alpha Codes](#)

27 [Exhibit 4 – Crew Time Report, SF-261](#)

28 [Exhibit 5 – Incident Time Report, OF-288 for Regular Government Employees](#)

29 [Exhibit 6 – Incident Time Report, OF-288 for Casual Employees](#)

30 [Exhibit 7 – Employment Eligibility Verification, I-9](#)

31 [Exhibit 8 – Checklist for Closing Out Incident Time Reports, OF-288](#)

32 [Exhibit 9 – Single Resource Casual Hire Information, PMS 934](#)

33 [Exhibit 10 – Incident Behavior, PMS 935-1](#)

34 [Exhibit 11 – Comportamiento en Incidentes, PMS 935-2](#)

35 [Exhibit 12 – Exempt / Nonexempt Positions](#)

1 **Exhibit 1 - Administratively Determined Pay Plan for Emergency Workers**

2

3 Current pay plans are available at

4 <https://www.nwcg.gov/committees/incident-business-committee/resources>

1 **Exhibit 2 - Military Time Conversion**

Regular Time	Military Time
12:00 a.m. (midnight)	2400 or 0000
1:00 a.m.	0100
2:00 a.m.	0200
3:00 a.m.	0300
4:00 a.m.	0400
5:00 a.m.	0500
6:00 a.m.	0600
7:00 a.m.	0700
8:00 a.m.	0800
9:00 a.m.	0900
10:00 a.m.	1000
11:00 a.m.	1100
12:00 p.m. (noon)	1200
1:00 p.m.	1300
2:00 p.m.	1400
3:00 p.m.	1500
4:00 p.m.	1600
5:00 p.m.	1700
6:00 p.m.	1800
7:00 p.m.	1900
8:00 p.m.	2000
9:00 p.m.	2100
10:00 p.m.	2200
11:00 p.m.	2300

2

1 **Exhibit 3 - State Alpha Codes**

AK	Alaska	NE	Nebraska
AL	Alabama	NH	New Hampshire
AR	Arkansas	NJ	New Jersey
AZ	Arizona	NM	New Mexico
CA	California	NV	Nevada
CO	Colorado	NY	New York
CT	Connecticut	OH	Ohio
DC	District of Columbia	OK	Oklahoma
DE	Delaware	OR	Oregon
FL	Florida	PA	Pennsylvania
GA	Georgia	PR	Puerto Rico
HI	Hawaii	RI	Rhode Island
IA	Iowa	SC	South Carolina
ID	Idaho	SD	South Dakota
IL	Illinois	TN	Tennessee
IN	Indiana	TX	Texas
KS	Kansas	UT	Utah
KY	Kentucky	VA	Virginia
LA	Louisiana	VI	Virgin Islands
MA	Massachusetts	VT	Vermont
MD	Maryland	WA	Washington
ME	Maine	WI	Wisconsin
MI	Michigan	WV	West Virginia
MN	Minnesota	WY	Wyoming
MO	Missouri		
MS	Mississippi		
MT	Montana		
NC	North Carolina		
ND	North Dakota		

1 Instruction for form completion:

2 Time shall initially be recorded on *Crew Time Report (CTR)*, SF-261 and
3 transferred to *Incident Time Report*, OF-288. An exception to this procedure
4 could be where casuals are hired for only one operational period and the on-shift
5 time is recorded directly onto an OF-288. In this instance, the supervisor must
6 sign the OF-288.

7 The CTR is prepared for each operational period as outlined below. Time must
8 be reported in an accurate, legible fashion. At the end of the operational period,
9 the original is given to the Time Unit. A copy is retained by the supervisor or
10 employee.

- 11 1. Crew Name. Use crew name or name of single resource.
- 12 2. Crew Number. Enter assigned resource order number.
- 13 3. Office Responsible for Fire. Enter incident agency (appropriate federal,
14 state, or local office).
- 15 4. Fire Name. Enter assigned incident name.
- 16 5. Fire Number. Enter incident order number, e.g., MT-LNF-000016. Do not
17 use "P" number or Fire Code,.
- 18 6. Remarks No. Enter number that corresponds to Remarks in Section 11.
- 19 7. Name of Employee. Self-explanatory.
- 20 8. Classification. Enter appropriate pay classification (AD-A through AD-M,
21 GS, WG, etc.) or NWCG position code.
- 22 9. Date. Enter month/day/year (8/3/XX) in Date block. Under Military Time
23 heading, enter military clock time for each period of on-shift time during
24 the operational period.
- 25 10. Date. If the operational period involves 2 calendar days, use column 10 as
26 instructed in number 9 above.
- 27 11. Remarks. Enter any pertinent information such as injury, discharge,
28 transfer, position change, reason for hazard/environmental differential,
29 compensable meal break, etc. Include remarks number from Item 6.
- 30 12. Officer-in-Charge. Signature of incident supervisor.
- 31 13. Title (Officer in Charge) ICS position.
- 32 14. Name. Signature of person recording time on the OF-288.
- 33 15. Date. Date recorded on OF-288.

1
2

Exhibit 5 – Incident Time Report, OF-288 for Regular Government Employees

3

INCIDENT TIME REPORT																
2. Employee Common Identifier				3. Type of Employment (X One)				1. Head At (e.g. D-BOF)								
Smokley Bear				<input type="checkbox"/> Casual <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other				4. Hiring Unit Name (e.g., Ranger District)								
				Boise Ranger District				7. Hiring Unit Fax Number (XXX) XXX-XXXX								
5. Name (First, Middle, Last)				6. Hiring Unit Phone Number (XXX) XXX-XXXX				Column D								
Column A				Column B				Column C								
8. Incident Name				Same as Column A <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C				8. Incident Name								
Sun Creek				9. Incident Order Number (e.g., ID-BOF-000123)				9. Incident Order Number (e.g., ID-BOF-000123)								
OR-VAD-000092				10. Fire Code (e.g., B2C5)				10. Fire Code (e.g., B2C5)								
ELT9				11. Resource Request Number (e.g., C-1.15)				11. Resource Request Number (e.g., C-33)								
12. Position Code (e.g., FFT2-T)				13. AD Class (e.g., A)				13. AD Class (e.g., B)								
FFT2				14. AD Rate (\$)				14. AD Rate (e.g., FFT2-T)								
15. Homehiring Unit Accounting Code				15. Homehiring Unit Accounting Code				15. Homehiring Unit Accounting Code								
ELT9				15. Homehiring Unit Accounting Code				15. Homehiring Unit Accounting Code								
No	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours		
08	07	14:00	17:00	3.00 T	08	11	13:30	20:30	7.00 H	08	15	03:30	08:00	4.50 H		
08	07	17:30	21:30	4.00 H	08	12	07:00	13:00	6.00 H	08	15	19:00	24:00	5.00 H		
08	08	06:00	19:00	13.00 H	08	12	13:30	23:30	10.00 H	08	16	00:30	09:00	8.50 H		
08	09	06:00	21:00	15.00 H	08	13	DAY OFF			08	16	18:00	24:00	6.00 H		
08	10	07:00	13:00	6.00 H	08	14	24.00			08	17	00:01	01:30	1.50 H		
08	10	13:30	20:30	7.00 H	08	14	GUARANTEE			08	17	12:00	18:00	6.00 H		
08	11	07:00	13:00	6.00 H	08	15	00:01	03:00	3.00 H	08	17	18:30	21:00	2.50 H		
Year	20XX			16. Total Hours	54.00	Year	20XX			16. Total Hours	30.00	Year	20XX			16. Total Hours
17. Total hours (all columns):												123.50				
18. Commensary and Travel																
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)				18d. Reimbursement				18e. Deduction						
8	10	Toothbrush, Toothpaste								5.00						
8	14	T-Shirt								13.50						
										Total		\$18.50				
19. Remarks												20. Employee Signature				
												<i>Smokley Bear</i>				
												21. Time Officer Signature				
												<i>Time Officer</i>				
Department of the Interior Department of Agriculture (U.S. Forest Service)												NOTE: The above items are correct and proper for payment from available appropriations.				
												OPTIONAL FORM 288 (REV. 10/2016)				

1 *Incident Time Report*, OF-288, as used for Federal and Other employees. The
2 form is described in the following instructions for completion:

- 3 1. Hired At. Leave blank.
- 4 2. Employee Common Identifier. Leave blank.
- 5 3. Type of Employment. Check one
- 6 a. Federal. For federal employee, check this block.
- 7 b. Other. For state, local or tribal government employee, check this block.
- 8 4. Hiring Unit Name. Enter employee's district, field office, area office, etc.
- 9 5. Name. Enter employee's full name. Do not use nicknames.
- 10 6. Hiring Unit Phone Number. Enter employee's hiring unit phone number.
- 11 7. Hiring Unit Fax Number. Enter employee's hiring unit fax number.
- 12 8. Incident Name. Enter incident name.
- 13 9. Incident Order Number. Enter incident order number (e.g., MT-LNF-
14 000016 or ID-BOD-000042). Do not use "P" number or FireCode.
- 15 10. Fire Code. Enter FireCode for the incident.
- 16 11. Resource Request Number. Enter the assigned resource request number for
17 the employee.
- 18 12. Position Code. Enter the NWCG approved position code found in
19 Appendix A – Acronyms & Position Codes, if applicable; for example,
20 PTRC, FFT2, or CREP. If the position is THSP, specify in Remarks block
21 the incident job title of the position to which the individual is assigned, for
22 example, Camp Crew Squad Boss, Voucher Examiner. Each time an
23 individual changes a job, close out that column, start new column for the
24 new job, and enter the new position code or job title if necessary.
- 25 13. AD Class. Leave blank.
- 26 14. AD Rate. Leave blank.
- 27 15. Home/Hiring Unit Accounting Code. Use agency specific accounting code.
28 Date and Time. Use this sub-table for entering up to seven on-shift periods
29 Month. Enter two digit month on-shift.
30 Day. Enter two digit day on-shift.
31 Enter days consecutively from row to row and column to column. One
32 exception is the posting of continuation of pay or posting of time when
33 assigned to a complex with multiple incidents. In Remarks block enter
34 reason for breaks in dates.
35 Start. Enter military clock time for the beginning of on-shift period.
36 Stop. Enter military clock time for the end of on-shift period.
37 Hours. Enter hours in single digits for whole hours, for example, 1.00 for
38 one hour; decimals for half and quarter hours, for example 0.50 for a half
39 hour and 0.25 for a quarter hour. Record the net difference between start

- 1 and stop times. When applicable, enter “T” for travel status, “H” for hazard
2 differential, or “E” for environmental differential after the hours entered.
- 3 Compensable travel time to and from the incident and related waiting time
4 should be recorded on separate lines from other compensable time, such as
5 on-shift time.
- 6 When compensable time (work, travel, ordered standby) in a calendar day
7 totals less than 8 hours, the Personnel Time Recorder shall enter a separate
8 line on the OF-288, noting “Guarantee” in the Start/Stop columns and leave
9 the Hours column blank. Clock time for guarantee hours should not be
10 shown. Guarantee hours do not apply to the first and last day of
11 assignment.
- 12 Day(s) Off. No specific clock hours are to be entered. “Day Off” is entered
13 in the Start/Stop columns, with the Hours column left blank.
- 14 If an employee is sick on the incident, record “Guarantee” for remaining
15 hours or all hours of the day as applicable. Leave the hours column blank
16 and notate sick leave in the Remarks block.
- 17 Year. Enter the calendar year. This year applies to all following rows of
18 the subtable.
- 19 16. Total Hours. Add Hours column and enter total hours.
- 20 17. Total Hours (all columns). Enter total hours from column A, B, C, and D.
- 21 18. Commissary and Travel. Itemize all commissary purchases here.
22 Purchases must be supported by a *Commissary Issue Record*, OF-287, or
23 equivalent form, and should be attached to the OF-288. Enter the total
24 amount of commissary purchases.
- 25 18a. Month. Enter month of commissary issue.
- 26 18b. Day. Enter day of commissary issue.
- 27 18c. Category. Enter description of item issued.
- 28 18d. Reimbursement. Enter reimbursement amount, if applicable.
- 29 18e. Deduction. Enter amount to be deducted.
- 30 18f. Firecode. Enter FireCode the reimbursement or deduction.
- 31 19. Remarks. Indicate hazard/environmental differential information, job title
32 change, etc.
- 33 20. Employee Signature. All incident personnel are required to sign the OF-
34 288 in other than black ink.
- 35 21. Time Officer Signature. The form should be signed by the Time Unit or
36 other authorized official in other than black ink.
- 37

1 Exhibit 6 – Incident Time Report, OF-288 for Casual Employees

INCIDENT TIME REPORT

2. Employee Common Identifier: 6090909090
 3. Type of Employment (X One): Casual Federal
 4. Hiring Unit Name (e.g. Ranger District): Cascade Ranger District
 5. Name (First, Middle, Last): [XXXX] XXXX-XXXX
 6. Hiring Unit Phone Number: [XXXX] XXXX-XXXX
 7. Hiring Unit Fax Number: [XXXX] XXXX-XXXX
 8. Incident Name: Same as Column C
 9. Incident Order Number (e.g., D-SOF-000123): Same as Column A
 10. FIC Code (e.g., B2C5): Same as Column A
 11. Resource Request Number (e.g., O-35): Same as Column A
 12. Position Code (e.g., FFT2-T): Same as Column A
 13. AD Class (14, AD Rate (e.g., B)): Same as Column A
 14. AD Rate (e.g., \$17.60): Same as Column A
 15. Homehiring Unit Accounting Code: Same as Column A

Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	
08	01	20:00	24:00	4.00 T	08	04	19:00	24:00	5.00	08	08	07:00	13:00	6.00	
08	02	00:01	01:30	1.50 T	08	05	00:01	07:00	7.00	08	08	14:00	21:00	7.00	
08	02	18:00	24:00	6.00	08	05	18:00	24:00	6.00	08	09	DAY OFF		8.00	
08	02	00:01	08:00	8.00	08	06	12:00	17:00	5.00	08	10	07:00	13:00	6.00	
08	03	00:01	08:00	8.00	08	06	17:30	20:30	3.00	08	10	14:00	20:30	6.50	
08	03	20:00	24:00	4.00	08	07	07:00	13:00	6.00	08	11	07:00	12:30	5.50	
08	04	00:01	08:00	8.00	08	07	13:30	18:30	5.00	08	11	13:30	20:00	6.50	
Year	20xx	16. Total Hours	32.00	Year	20xx	16. Total Hours	37.00	Year	20xx	16. Total Hours	45.50	Year	20xx	16. Total Hours	5.50

17. Total Hours (all columns): 120.00

18. Commissary and Travel

18a. Month	18b. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)	18c. Reimbursement	18d. Deduction
08 01	POV Mileage (200 miles x \$0.56)	112.00	G9MJ
08 04	Toothbrush, Toothpaste	5.00	G9MJ
08 05	Gloves	3.00	G9MJ
08 12	POV Mileage (200 miles x \$0.56)	112.00	G9MJ
Total		\$224.00	\$8.00

19. Remarks

20. Employee Signature: [Signature]
 21. Time Officer Signature: [Signature]

NOTE: The above items are correct and proper for payment from available appropriations.

OPTIONAL FORM 288 (REV. 10/2015)
 NSN 7540-01-124-7633
 Department of the Interior
 Department of Agriculture (U.S. Forest Service)

1 *Incident Time Report*, OF-288, as used for casuals. The form is described in the
2 following instructions for completion.

- 3 1. Hired At. Enter the employee's home unit identifier (e.g., ID-BOF).
- 4 2. Employee Common Identifier. Enter the individual's ECI.
- 5 3. Type of Employment. Check Casual.
- 6 4. Hiring Unit Name. Enter ranger district, field office, area office, etc of the
7 hiring unit.
- 8 5. Name. Enter casual's full name. Do not use nicknames.
- 9 6. Hiring Unit Phone Number. Enter hiring unit phone number.
- 10 7. Hiring Unit Fax Number. Enter hiring unit fax number.
- 11 8. Incident Name. Enter incident name.
- 12 9. Incident Order Number. Enter incident order number (e.g., MT-LNF-
13 000016 or ID-BOD-000042). Do not use "P" number or FireCode.
- 14 10. Fire Code. Enter FireCode for the incident.
- 15 11. Resource Request Number. Enter the assigned resource request number for
16 the employee.
- 17 12. Position Code. Enter the NWCG approved position code found in
18 Appendix A – Acronyms & Position Codes, if applicable; for example,
19 PTRC, FFT2, or CREP. If the position is THSP, specify in Remarks block
20 the incident job title of the position to which the individual is assigned, for
21 example, Camp Crew Squad Boss, Voucher Examiner. Each time an
22 individual changes a job, close out that column, start new column for the
23 new job, and enter the new position code or job title if necessary.
- 24 13. AD Class. Enter AD classification of position code.
- 25 14. AD Rate. Enter correct AD Rate that corresponds with the AD Class.
- 26 15. Home/Hiring Unit Accounting Code. Use agency specific accounting code.
- 27 Date and Time. Use this sub-table for entering up to seven on-shift periods
28 Month. Enter two digit month on-shift.
29 Day. Enter two digit day on-shift.
30 Enter days consecutively from row to row and column to column. One
31 exception is the posting of continuation of pay or posting of time when
32 assigned to a complex with multiple incidents. In Remarks block enter
33 reason for breaks in dates.
34 Start. Enter military clock time for the beginning of on-shift period.
35 Stop. Enter military clock time for the end of on-shift period.
36 Hours. Enter hours in single digits for whole hours, for example, 1.00 for
37 one hour; decimals for half and quarter hours, for example 0.50 for a half
38 hour and 0.25 for a quarter hour. Record the net difference between start
39 and stop times. When applicable, enter "T" for travel status.

- 1 Compensable travel time to and from the incident and related waiting time
2 should be recorded on separate lines from other compensable time, such as
3 on-shift time.
- 4 When compensable time (work, travel, ordered standby) in a calendar day
5 totals less than 8 hours, the Personnel Time Recorder shall enter a separate
6 line on the OF-288, noting "Guarantee" in the Start/Stop columns and post
7 the actual number of guarantee hours not to exceed 8 hours in the Hours
8 column. Clock time for guarantee hours should not be shown. Guarantee
9 hours do not apply to the first and last day of assignment or to days off at
10 the point of hire.
- 11 Day(s) Off. No specific clock hours are to be entered. "Day Off" is entered
12 in the Start/Stop columns, with appropriate hours not to exceed 8 in the
13 Hours column.
- 14 If an employee is sick on the incident, record "Guarantee" for remaining
15 hours or all hours of the day as applicable. Post the actual number of
16 guarantee hours, not to exceed 8 hour daily guarantee. Notate sick leave in
17 the Remarks block.
- 18 Year. Enter the calendar year. This year applies to all following rows of
19 the subtable.
- 20 16. Total Hours. Add Hours column and enter total hours.
- 21 17. Total Hours (all columns). Enter total hours from column A, B, C, and D.
- 22 18. Commissary and Travel. Itemize all commissary purchases and travel
23 reimbursement here. Purchases must be supported by a *Commissary Issue*
24 *Record*, OF-287, or equivalent form, but this form should be attached to the
25 OF-288. Enter the total amount of commissary purchases or travel
26 reimbursement. Use one line per item.
- 27 18a. Month. Enter month of commissary issue or travel.
- 28 18b. Day. Enter day of commissary issue or travel.
- 29 18c. Category. Enter description of item issued or travel.
- 30 18d. Reimbursement. Enter amount to be reimbursed.
- 31 18e. Deduction. Enter amount to be deducted.
- 32 18f. FireCode. Enter FireCode.
- 33 19. Remarks. Indicate job title change, etc.
- 34 20. Employee Signature. All incident personnel are required to sign the OF-
35 288 in other than black ink.
- 36 21. Time Officer Signature. The form should be signed by the Time Unit or
37 other authorized official in other than black ink.

Exhibit 7 – Employment Eligibility Verification, Form I-9

Form available at <http://www.uscis.gov/files/form/i-9.pdf>



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 03/31/2016

START HERE. Read instructions carefully before completing this form. The instructions must be available during completion of this form.
ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Form I-9 Section 1 fields: Last Name (Family Name) Pulaski, First Name (Given Name) Jane, Middle Initial J, Other Names Used (if any) Morelli, Address (Street Number and Name) 21 East Hwy 21, Apt. Number, City or Town Nampa, State ID, Zip Code 83651, Date of Birth (mm/dd/yyyy) 01/01/1990, U.S. Social Security Number 000-00-0000, E-mail Address janejpulaski@example.com, Telephone Number xxxxxxxxxxxx

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- [X] A citizen of the United States
[] A noncitizen national of the United States (See instructions)
[] A lawful permanent resident (Alien Registration Number/USCIS Number):
[] An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) . Some aliens may write "N/A" in this field. (See instructions)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number OR Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number:

OR

2. Form I-94 Admission Number:

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number:

Country of Issuance:

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (See instructions)

Signature of Employee: [Handwritten Signature] Date (mm/dd/yyyy): 06/15/2016

Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.)

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator: Date (mm/dd/yyyy): Last Name (Family Name) First Name (Given Name) Address (Street Number and Name) City or Town State Zip Code

STOP Employer Completes Next Page STOP

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR examine a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents" on the next page of this form. For each document you review, record the following information: document title, issuing authority, document number, and expiration date, if any.)

Employee Last Name, First Name and Middle Initial from Section 1: Pulaski, Jane J

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title: Issuing Authority: Document Number: Expiration Date (if any)(mm/dd/yyyy):		Document Title: Idaho Driver's License Issuing Authority: State of Idaho Document Number: 00000000 Expiration Date (if any)(mm/dd/yyyy): 11/19/20XX		Document Title: Social Security Card Issuing Authority: United States Document Number: 00000000 Expiration Date (if any)(mm/dd/yyyy): N/A
Document Title: Issuing Authority: Document Number: Expiration Date (if any)(mm/dd/yyyy):				<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>3-D Barcode Do Not Write in This Space</p> </div>
Document Title: Issuing Authority: Document Number: Expiration Date (if any)(mm/dd/yyyy):				
Document Title: Issuing Authority: Document Number: Expiration Date (if any)(mm/dd/yyyy):				
Document Title: Issuing Authority: Document Number: Expiration Date (if any)(mm/dd/yyyy):				

Certification

I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): 06/15/2016 (See instructions for exemptions.)

Signature of Employer or Authorized Representative <i>Jane J Pulaski</i>	Date (mm/dd/yyyy) 06/15/2016	Title of Employer or Authorized Representative Administrative Officer	
Last Name (Family Name) Woods	First Name (Given Name) Tom	Employer's Business or Organization Name USFS	
Employer's Business or Organization Address (Street Number and Name) 323 HWY 5	City or Town Grangeville	State ID	Zip Code 83702

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable) Last Name (Family Name) First Name (Given Name) Middle Initial B. Date of Rehire (if applicable) (mm/dd/yyyy):

C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.

Document Title:	Document Number:	Expiration Date (if any)(mm/dd/yyyy):
-----------------	------------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative:	Date (mm/dd/yyyy):	Print Name of Employer or Authorized Representative:
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Exhibit 8 – Checklist for Closing out the *Incident Time Report, OF-288*

The TIME shall establish a daily audit process to ensure accurate posting of time, travel reimbursement (if applicable) and commissary issues. A list of missing time should be established, posted, and updated daily so that incident supervisors can be notified of omissions. This can be accomplished by use of a log that records hours posted per operational period for crews and incident personnel.

1. Time Unit personnel should verify the following when auditing OF-288s:
 - A. ECI present for casual employees.
 - B. Type of employment indicated.
 - C. Hiring unit identifier.
 - D. Incident name and incident order number indicated in all columns.
 - E. AD classification, pay rate, position title and NWCG position code for casualls. Cross check AD classification with position title to ensure proper pay rate is applied.
 - F. NWCG position code indicated for incident personnel other than casualls
 - G. Time posted chronologically. Verify time posted against *Crew Time Report, SF-261*.
 - H. Columns totaled (hours only).
2. When notified that the crew/individual will be demobilized, determine if the crew/individual is going home or to another incident.

If the crew/individual is going home, the OF-288 will be closed out. Beginning travel time is posted for regular government employees and cooperators. Return travel for casualls should be recorded per agency guidelines. Follow agency procedures for disposition of the OF-288.

If the crew/individual is going to another incident, close out the OF-288 as below and initiate travel time to the new incident on a CTR.

 - A. Ensure all commissary issues and travel reimbursements have been posted. Total the reimbursement and deduction columns.
 - B. Ensure time has been properly documented on a CTR and CTRs have been posted.
 - C. Ensure travel has been posted according to home/hiring agency procedures. Post beginning travel time. Leave remainder of column open for home unit supervisor to post and approve ending travel time.
 - D. Estimate and record return travel time for casualls per hiring agency direction.
 - E. Cross out unused and blank time entry columns.
 - F. The Time Unit Leader coordinates transmittal of the required pay documents for casualls per hiring unit direction.

- G. Forward original injury documents per hiring unit agency guidelines.
A copy may be provided to the employee.
3. Once all these items have been verified and completed, all incident personnel will sign their OF-288 in other than black ink. The crew representative/individual is given the original and employee copy of the OF-288. The file copy is retained for the Incident Finance Package. Payment procedures will be followed and facilitated by the TIME to ensure all payment documents are provided to the incident agency.
4. Reference Chapter 30 for procedures regarding non-returned property and the resulting documentation and OF-288 deductions.

Each crew and single resource will present a *Demobilization Checkout*, ICS-221 to the Time Unit. Time Unit personnel will verify that all other sections of the checklist have been completed. Once the OF-288 has been closed out, signed, and file copies made, the *Demobilization Checkout* can be signed and given to the crew representative/individual for completion of the demobilization process.

Exhibit 9 - Single Resource Casual Hire Information, PMS 934

Single Resource Casual Hire Information

CASUAL INFORMATION

Casual's name (print): Phone #: Start date:
Point-of-hire: City State ECI #

HIRING UNIT INFORMATION

Office name: Hiring location (example: ID-BOF): Date:
Address: City: State: Zip:
Hiring official's name (print): Phone #:

POSITION INFORMATION

Job title: AD class: AD rate: \$ Request #: Fire code:
Incident order # (example: ID-BOF-000423): Incident location (city/state)

Hiring of emergency personnel may be made according to the provisions of the current Administratively Determined Pay Plan for Emergency Workers when any of the following conditions exist. Reference the Pay Plan for specific determinations.

- 1. To fight an ongoing fire.
2. Unusually dry period or fire danger is high to extreme.
3. Provide support to ongoing incidents to include post-incident administration (dispatch, warehouse/cache, administrative support) normally not to exceed 90 calendar days.
4. Place firefighters on standby for expected dispatch.
5. Temporarily replace members of fire suppression crews or fire management personnel who have been mobilized to incidents.
6. Attend emergency incident training. Trainee or Refresher and course title
7. Instruct emergency incident training when all other methods of hiring and contracting instructors have been exhausted.
8. Cope with floods, storms, or any other all-hazard emergency.
9. Carry out emergency stabilization work when there is an immediate danger of loss of life or property.
10. Following a natural emergency, develop plans and manage emergency stabilization efforts.
11. Meet FEMA mission assignments.
12. Provide public awareness for an emerging or projected incident, event, or situation.
13. DOI agencies only: For hazardous fuel reduction projects (excludes mechanical or chemical treatments).

TRAVEL/TRANSPORTATION/SUBSISTENCE

Travel for casual hires will be processed in accordance with Federal Travel Regulations, AD Pay Plan, and agency policy.

Casual is entitled to transportation to and from the incident: No Yes

Transportation method:

- Airline
POV (mileage reimbursement authorized)
Rental vehicle (must be on resource order). Rental provided by: Casual or Government.
Other (such as bus, gov't vehicle, EERA):

Subsistence (check one):

- Casual will be subsisted by government. Casual will be self-subsisted.

Provide estimate for M&E and POV mileage reimbursement. Find current rates at http://www.asa.gov/portal/category/100000, \$

EMPLOYMENT FORMS

Completed by:

- Agency New On File
I-9, Employment Eligibility Verification.
OF-288, Incident Time Report (complete blocks #1 through #16 and Column A, including travel start time).
State/federal government-issued photo ID verified and in casual's possession (required for all positions).
Incident qualification card (if required for position) verified and in casual's possession.
State-required certification verified, if required for position (e.g., CDL, driver's license, EMT certificate).

Casual Federal W-4 State tax (if applicable) Incident Behavior Direct Deposit

I understand that I am being hired under the terms and conditions of the Administratively Determined Pay Plan for Emergency Workers.

Casual's signature (required) Date

Hiring official's signature (required) Date

Distribution: Follow agency hiring procedures.

NON-DISCRIMINATION POLICY STATEMENT: The U.S. Government 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 part of an individual's income is derived from any public assistance program (not all prohibited bases apply to all programs). PMS 934 (February 2015)

Exhibit 10 - Incident Behavior, PMS 935-1**Incident Behavior**

Common Responsibilities

Volunteers and Single Resource Casual Hires

Inappropriate Behavior:

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. **Harassment in any form will not be tolerated.** When you observe or hear of inappropriate behavior you should:

- Inform and educate subordinates of their rights and responsibilities.
- Tell the harasser to stop the offensive conduct.
- Provide support to the victim.
- Report the incident to your supervisor and the individuals' supervisor, if the behavior continues. Disciplinary action may be necessary.
- Develop appropriate corrective measures.
- Document inappropriate behavior and report it to the appropriate incident manager or agency official.
- While working in and around private property, recognize and respect all private property.

Drugs and Alcohol:

- Non-prescription unlawful drugs and alcohol are not permitted at the incident.
- Use of medical marijuana on incidents is prohibited.
- Possession or use of these substances will result in disciplinary action.
- During off-incident rest periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will result in disciplinary action.
- Be a positive role model. Do not be involved with drug or alcohol abuse.
- Report any observed drug or alcohol abuse to your supervisor.

I have read and I understand the above described incident behavior responsibilities:

Signature

Date

PMS 935-1 (English) (August 2012)

Exhibit 11 – Comportamiento en Incidentes, PMS 935-2**Comportamiento En Incidentes**

Responsabilidades Comunes

Empleo Casual de Voluntarios y Recursos Individuales

Comportamiento inapropiado:

Es extremadamente importante que comportamiento inapropiado sea reconocido y tratado con prontitud. Comportamiento inapropiado es todo tipo de acoso incluyendo sexual y racial. **Acoso de cualquier tipo no será tolerado.** Cuando usted observe o escuche comportamiento inapropiado usted debe:

- Informar y educar al personal de sus derechos y responsabilidades. Dígale al acosador(a) que pare su conducta ofensiva.
- Proporcionar apoyo a la víctima.
- Reportar el incidente a su supervisor y al supervisor de esa persona, si el comportamiento continúa. Una acción disciplinaria puede ser necesaria.
- Desarrollar medidas apropiadas de corrección.
- Documente todo comportamiento inapropiado y repórtelo al jefe del incidente o al oficial de agencia apropiado.
- Al trabajar en o alrededor de propiedad privada, reconozca y respete toda propiedad privada.

Drogas y Alcohol:

- Drogas ilegales no recetadas y alcohol no son permitidas en incidentes.
- El uso de la marihuana medicinal en los incidentes está prohibido.
- Posesión o uso de estas sustancias resultara en una acción disciplinaria.
- Durante periodos de descanso en incidentes, todo personal es responsable por su conducta apropiada y mantenimiento de condición física para cumplir con sus deberes. Abuso de drogas y alcohol que resulte en incapacidad para cumplir con sus deberes resultara en una acción disciplinaria.
- Sea un modelo positivo. No se involucre en el abuso de drogas y alcohol.
- Reporte cualquier observación de abuso de drogas o alcohol a su supervisor.

Yo he leído y entiendo el comportamiento y responsabilidades durante incidentes descrito arriba:

Firma

Fecha

PMS 935-2 (Spanish) (August 2012)

Exhibit 12 - Exempt / Nonexempt Positions

Position	FLSA Status
Administrative Payment Team Leader	Exempt
Administrative Payment Team Member	Nonexempt
Advanced Emergency Medical Technician	Nonexempt
Advanced Emergency Medical Technician - Fireline	Nonexempt
Agency Representative	Exempt
Air Attack Group Supervisor	Exempt
Air Support Group Supervisor	Exempt
Air Tanker Coordinator	Exempt
Aircraft Base Radio Operator	Nonexempt
Aircraft Timekeeper	Nonexempt
BAER Team Leader & Members	Exempt
Base Camp Manager	Nonexempt
Buying Team Leader	Exempt
Buying Team Member	Nonexempt
Claims Specialist	Nonexempt
Commissary Manager	Exempt
Communications Technician	Nonexempt
Communications Unit Leader	Exempt
Compensation for Injury Specialist	Nonexempt
Compensation/Claims Unit Leader	Exempt
Computer Technical Specialist	Nonexempt
Contracting Officer Representative	Nonexempt
Cook	Nonexempt
Cook's Helper	Nonexempt
Cost Apportionment Team Leader	Nonexempt
Cost Apportionment Team Member	Nonexempt

Position	FLSA Status
Cost Unit Leader	Exempt
Crew Representative	Exempt
Deck Coordinator	Nonexempt
Demobilization Recorder	Nonexempt
Demobilization Unit Leader	Exempt
Dispatch Recorder	Nonexempt
Dispatcher	Nonexempt
Display Processor	Nonexempt
Division/Group Supervisor	Exempt
Documentation Recorder	Nonexempt
Documentation Unit Leader	Nonexempt
Dozer Boss (Crew Boss)	Nonexempt
Dozer/Tractor Plow Operator	Nonexempt
Driver/Operator	Nonexempt
Emergency Medical Technician Basic	Nonexempt
Emergency Medical Technician - Fireline	Nonexempt
ESF4 Primary Leader	Exempt
ESF4 Structure Support	Exempt
ESF4 Wildland Support	Exempt
Engine Boss	Nonexempt
Equipment Manager	Nonexempt
Equipment Time Recorder	Nonexempt
Expanded Dispatch Coordinator	Exempt
Facilities Maintenance Specialist	Nonexempt
Facilities Unit Leader	Exempt
Felling Boss (Crew Boss)	Nonexempt
FEMA ESF4 Administrative Support	Nonexempt
Field Observer	Nonexempt

Position	FLSA Status
Finance/Administration Section Chief	Exempt
Fire Behavior Analyst	Exempt
Firefighter	Nonexempt
Firing Boss (Crew Boss)	Exempt
Fixed Wing Base Manager	Exempt
Food Unit Leader	Exempt
Ground Support Unit Leader	Exempt
Hand Crew Boss	Exempt
Helibase Manager	Exempt
Helicopter Coordinator	Exempt
Helicopter Manager (Crew Boss)	Exempt
Helispot Manager	Nonexempt
Human Resources Specialist	Exempt
Incident Business Advisor	Exempt
Incident Commander	Exempt
Incident Head Dispatcher	Exempt
Incident Meteorologist	Exempt
Information Officer	Exempt
Infrared Interpreter	Exempt
Interagency Resource Representative	Nonexempt
Liaison Officer	Exempt
Loadmaster	Nonexempt
Logistics Section Chief	Exempt
Mechanic	Nonexempt
Medical Unit Leader	Exempt
Messenger	Nonexempt
Operations Branch Director	Exempt
Operations Section Chief	Exempt

Position	FLSA Status
Ordering Manager	Nonexempt
Paramedic	Nonexempt
Paramedic - Fireline	Nonexempt
Parking Tender	Nonexempt
Personnel Time Recorder	Nonexempt
Planning Section Chief	Exempt
Prevention Team Leader	Exempt
Prevention Team Members	Nonexempt
Probe-eye Operator	Nonexempt
Procurement Unit Leader	Exempt
Receiving/Distribution Manager	Exempt
Recorder	Nonexempt
Resource Unit Leader	Exempt
Safety Officer	Exempt
Security Manager	Exempt
Security Personnel	Nonexempt
Service Branch Director	Exempt
Situation Unit Leader	Exempt
Squad Boss	Nonexempt
Staging Area Manager	Nonexempt
Status/Check-in Recorder	Nonexempt
Supervisory Dispatcher	Exempt
Supply Unit Leader	Exempt
Support Branch Director	Exempt
Support Dispatcher	Nonexempt
Take Off/Landing Coordinator	Nonexempt
Task Force/Strike Team Leader	Exempt
Time Unit Leader	Exempt

Position	FLSA Status
Tool and Equipment Helper	Nonexempt
Tool and Equipment Specialist	Nonexempt
Training Specialist	Nonexempt
Weather Observer	Nonexempt

Commissary

OBJECTIVE

Commissaries are established to serve the needs of all incident personnel. All assigned personnel should be equipped to be self-sufficient for a minimum of 14 days on the incident.

RESPONSIBILITIES

Incident Agency responsibilities:

- Provide direction to the incident management team (IMT) regarding availability and use of commissary and agency specific requirements regarding commissary items and documentation.

Finance/Administration Section Chief responsibilities:

- Establish and oversee the commissary operation.
- Determine the need and type of commissary based on the size, type, and projected incident duration.

Time Unit Leader responsibilities:

- Post commissary issue deductions to the appropriate pay document.
- Provide management, security and accountability for an agency-provided commissary.
- Ensure deductions are posted in a timely manner.

Procurement Unit Leader responsibilities:

- Ensure commissary issue deductions are posted to the appropriate vendor pay document.
- Ensure deductions are posted in a timely manner.

Home Unit responsibilities:

- Process payroll deductions posted on the Incident Time Report, OF-288, in accordance with agency policy.

Payment Unit responsibilities:

- Process vendor deductions posted on the Emergency Equipment Use Invoice, OF-286.

DEFINITIONS

Definitions used throughout this handbook are located in the Glossary.

COMMISSARY PROCEDURES

Commissary Privileges – Payroll Deduction

Regular government employees and casuals may be authorized payroll deductions for commissary purchases.

State employees and local cooperators may have commissary payroll deductions if authorized by cooperative agreement, geographic area supplement, or state agency policy.

National Guard personnel hired as casuals may be authorized payroll deduction commissary privileges. National Guard mobilized by the Governors orders are not authorized commissary by payroll deduction.

Military personnel are not entitled to commissary by payroll deduction.

Commissary Privileges - Contractors

Contractors and their authorized personnel may be issued commissary with approval of the contractor or contractor's agent. The amount issued is posted as a deduction to the appropriate vendor invoice used for contract payments. The PROC ensures that supporting documents, such as copies of the *Commissary Issue Record*, OF-287 (Exhibit 13), or Interagency Incident Waybill, OF-316, are attached to the contractor invoice.

Agency-Provided Commissary

An agency-provided commissary may be established to provide individual items ordered by incident personnel.

Commissary should be limited to personal items necessary to keep incident personnel productive.

Tobacco products may be sold through the commissary. Incidents must abide by state restrictions on the sale of tobacco products to minors. Tobacco products will not be dispensed free of charge.

Agency-provided commissaries cannot accept cash or credit cards for commissary purchases.

Ordering/Receiving Procedures

Incident supervisor requests commissary items through the Time Unit on the *General Message*, ICS-213 by individual name and item requested.

TIME requisitions commissary items through the Logistics Section on *General Message*, ICS-213 or other approved requisition. All resource order forms for commissary shall clearly state that the items are for commissary.

The Logistics Section forwards commissary resource orders to the incident agency per the established ordering process. Normally, these items are procured by the incident agency acquisition staff or assigned buying team (BUYT). The incident agency acquisition staff/BUYT completes the *Commissary Accountability Record*, OF-284, or waybill to transfer items, arranges delivery of the items to the incident, and processes all returned items. Commissary supplies should be purchased separately from other items to facilitate accountability.

TIME inventories all items received and verifies against the OF-284, invoice, waybill, or other transfer document. TIME signs for receipt of goods on the OF-284 or waybill, and returns a copy to the incident agency acquisition staff or BUYT and immediately notifies them of any discrepancies.

Commissary Issue Record

Commissary Issue Record, OF-287 (Exhibit 13), is used to record commissary issues. Items are listed by quantity, descriptive name, unit price, and total value. Individuals print their name and sign for purchases on the OF-287.

The *Commissary Issue Records* or waybills are posted to the OF-288, or submitted to the Procurement Unit to document the deduction(s) on the appropriate invoices. Copies of the issues are filed with the contractor invoice prior to contractor demobilization, issues are tallied and a final amount posted to block 26 of the OF-286 (Exhibit 29).

TIME retains a copy of the issue records for the Incident Finance Package.

PROC and TIME ensure posted issue records are included in the Incident Finance Package.

Posting Commissary Issues

PTRC posts the issues from the OF-287 to the OF-288 daily. Posting includes transferring date of issue, items issued, and amount to block 18 of the OF-288. The PTRC initials the OF-287 to verify that posting is completed.

EQTR documents the issues from the OF-287 by making a copy of the issue and filing it with the contractor invoice. EQTR initials the OF-287, to verify the contractor deduction. Prior to contractor demobilization, all deductions are tallied and a final amount posted to block 26 of the *Emergency Equipment Use Invoice*, OF-286 (Exhibit 29).

Demobilization of individuals must be coordinated with the TIME, and PROC to ensure that all commissary issues are posted before closeout of personnel time reports or contractor invoices. TIME reviews the Incident Action Plan and demobilization schedule to determine when to limit access to commissary.

EXHIBITS

[Exhibit 13 – Commissary Issue Record, OF-287](#)

[Exhibit 14 – Commissary Accountability Record, OF-284](#)

Exhibit 13 - Commissary Issue Record, OF-287

COMMISSARY ISSUE RECORD								1. FIRE LOCATION		2. FIRE NAME		3. FIRE NO.	
								4. FIRE CAMP NAME		5. FIRE CAMP NO.	6. DATE	7. SHEET NO. OF	
8. COMMODITY								9. TOTAL COST	10. CREW IDENT.	11. PURCHASER'S NAME (PRINT) AND SIGNATURE		12. I.D. NO. (from OF-288 Emergency F.F. Time Report)	13. INITIALS (Posted to OF-288)
A.								\$ 12.00	SRV #2	NAME George Chavez		I.D. NO	
UNIT PRICE										SIGNATURE		INITIALS	
QUANTITY										<i>George Chavez</i>		<i>ES</i>	
SUB-TOTAL													
B.								\$220.00	SRV #2	NAME Vern D Reyes		I.D. NO	
UNIT PRICE										SIGNATURE		INITIALS	
QUANTITY										<i>Vern D Reyes</i>		<i>ES</i>	
SUB-TOTAL													
C.								\$ 36.00	SRV #2	NAME Nancy Black		I.D. NO	
UNIT PRICE										SIGNATURE		INITIALS	
QUANTITY										<i>Nancy Black</i>		<i>ES</i>	
SUB-TOTAL													
D.										NAME		I.D. NO	
QUANTITY										SIGNATURE		INITIALS	
SUB-TOTAL													
E.										NAME		I.D. NO	
QUANTITY										SIGNATURE		INITIALS	
SUB-TOTAL													
F.										NAME		I.D. NO	
QUANTITY										SIGNATURE		INITIALS	
SUB-TOTAL													
G.										NAME		I.D. NO	
QUANTITY										SIGNATURE		INITIALS	
SUB-TOTAL													
H.										NAME		I.D. NO	
QUANTITY										SIGNATURE		INITIALS	
SUB-TOTAL													
I.										NAME		I.D. NO	
QUANTITY										SIGNATURE		INITIALS	
SUB-TOTAL													
J.										NAME		I.D. NO	
QUANTITY										SIGNATURE		INITIALS	
SUB-TOTAL													

NSN-7540-01-120-4063

Original - Commissary

OPTIONAL FORM 387 (9-81)

USDA/USDI
50287-101

Exhibit 14 - Commissary Accountability Record, OF-284

COMMISSARY ACCOUNTABILITY RECORD		1. PROJECT OR-KNF-000606	3. REPORT NUMBER 2
		2. CAMP NAME BLACK RIDGE	
4. VALUE OF STOCK RECEIVED, TRANSFERRED, OR RETURNED SINCE LAST REPORT			
A. P.O. INVOICE or TRANSFER NO.	B. DATE	C. VENDOR or TRANSFER UNIT	D. DOLLAR VALUE
(1) PO 47-01-156500	8-11-XX	Big Lake Hardware	250.00
(2) PO 47-01-156501	8-12-XX	Safeway	85.50
(3) Waybill 1020	8-12-XX	KNF Warehouse	124.50
(4)			
(5)			
(6)			
(7)			
(8)			
(9)			
(10)			
(11)			
(12)			
e. NET CHANGE			460.00
5. VALUE OF STOCK ON HAND <i>(Item 3 from previous report)</i>			226.00
6. TOTAL <i>(Item 4e plus 5)</i>			686.00
7. VALUE OF STOCK ISSUED DURING PERIOD <i>(Attach Commissary Manager Copies of OF-284, Commissary Issue Record)</i>			427.50
8. BALANCE <i>(Item 6 minus item 7)</i>			258.50
9. VALUE OF STOCK ON HAND <i>(Physical inventory attached)</i>			258.26
10. DIFFERENCE <i>(Items 8 and 9)</i> <input checked="" type="checkbox"/> Plus <i>(Explain in Remarks)</i> <input type="checkbox"/> Minus			24
11. REMARKS \$0.24 difference due to averaging sock prices			
12. AUTHORIZED SIGNATURE <i>Lois Gump</i>		13. TITLE Commissary Manager	14. DATE 8-12-XX
I certify that I have determined the accuracy of item 9, and hereby accept responsibility for all items represented.			
15. SIGNATURE <i>Mary Gandall</i>		16. TITLE New Commissary Manager	17. DATE 8-12-XX

NSN 7540-01-120-4061

COMMISSARY FILE

OPTIONAL FORM 284 (3-81)

USDA/USDI

GPO: 1985 O - 484 0 211

50284-101

Instructions for form completion:

1. Project - Incident Order Number.
2. Camp Name - Incident Name.
3. Report Number - Sequential number of accountability records completed. One accountability record must be completed daily or per operational period.
4. Value of Stock Received, Transferred, or Returned.
 - Enter as applicable for columns A-D, as shown here for Item (1).
 - Column A, Item (1) P.O. Invoice or Transfer No. Enter the purchase order invoice number or document number from the transfer document. The transfer document (such as a waybill) is used to transfer items from another incident or to the incident agency. Retain all supporting documentation to attach to original *Commissary Accountability Record*.
 - Column B, Item (1) Date - Enter date of purchase order or transfer document.
 - Column C, Item (1) Vendor or Transfer Unit - Enter the vendor name on the purchase order invoice or name of the transfer unit, e.g., Little Sycamore Incident, Boise District Warehouse.
 - Column D, Item (1) Dollar Value - Enter the dollar value of each purchase order invoice or transfer document.
 - Column E - Net Change. Enter the total for all documents listed in Block 4, Column D, and items 1-12.
5. Value of Stock on Hand - Enter the figure from Item 9 in the previous accountability record. If this is the first report, and no other commissary items are on hand, this block will be zero.
6. Total - Add Item 4e. (Net Change) to Item 5 (Value of Stock on Hand). This is the total amount of stock available to issue at the beginning of the operational period.
7. Value of Stock Issued During Period - This is the total of all issues from the *Commissary Issue Record*, OF-287. Retain originals of *Commissary Issue Records* to attach to this accountability record as supporting documentation.
8. Balance - Subtract Item 7 (Value of Stock Issued During Period) from Item 6 (Total). This should equal the amount of stock remaining.
9. Value of Stock on Hand - Inventory all remaining stock and enter the value. Attach the original inventory to the original accountability record.
10. Difference - Subtract Item 9 (Value of Stock on Hand) from Item 8 (Balance). If the difference is zero, you have balanced for the operational period. If there is a difference, check the block to indicate whether it is a plus or minus. List the reason for the discrepancy in the Remarks block 11.

Lost or stolen items must be properly documented in accordance with incident agency requirements.

11. Remarks - Indicate any differences, or other comments of interest.
12. Authorized Signature - Signature of individual preparing report.
13. Title - Title of person preparing report.
14. Date - Date report prepared.
15. Signature - When inventory is transferred from an incident to the incident agency or from one Time Unit Leader or Commissary Manager to the next, this is signed by the receiving individual. The receiving individual must inventory items prior to assuming responsibility.
16. Title - Title of person receiving inventory.
17. Date - Date inventory transferred.

Original commissary accountability records, commissary issue records, purchase order invoices, transfer documents, inventories, and all other supporting documentation are submitted to the incident agency. Copies are retained in the Incident Finance Package (reference Chapter 40).

1 **Compensation for Injury/Illness**

2 **OBJECTIVE**

3 This section provides direction on the roles of incident personnel in reporting
4 and documenting injuries and illnesses on an incident, and authorizing medical
5 treatment.

6 **AUTHORITIES**

7 There are -three separate and distinct programs in this section, each with
8 separate authorities: the federal workers' compensation program, Agency
9 Provided Medical Care (APMC) program and state workers' compensation
10 program.

11 **RESPONSIBILITIES**

12 Incident agency responsibilities:

- 13 • Ensure that appropriate federal and state workers' compensation procedures
14 outlined in this directive are implemented and followed.
- 15 • Provide a local contact and local guidelines/procedures for the
16 Compensation/Claims Unit Leader (COMP).
- 17 • Provide local medical facility information.
- 18 • Establish agreements or payment procedures with medical providers for
19 APMC, if appropriate.

1 Incident Management Team responsibilities:

- 2 • Provide appropriate and authorized medical attention to injured or ill
3 individuals.
- 4 • Forward claims per agency guidelines.

5 Finance/Administration Section Chief responsibilities:

- 6 • Oversee the Compensation/Claims Unit to ensure appropriate injury/illness
7 treatment, authorizations, documentation, and timely transmittal of
8 information to the home unit.
- 9 • Ensure appropriate utilization of the APMC program and coordinate with
10 the Medical Unit Leader (MEDL), medical providers, the incident agency,
11 and others who may be involved.

12 Compensation/Claims Unit Leader or Compensation for Injury Specialist
13 responsibilities:

- 14 • Ensure the appropriate state or federal forms are properly completed for all
15 work related injuries or illnesses beyond first aid.
- 16 • Authorize medical treatment, as appropriate, using state or federal workers'
17 compensation forms, Authorization for Examination or Treatment CA-16,
18 or Agency Provided Medical Care Authorization and Medical Report, FS-
19 6100-16.
- 20 • Review medical treatment documentation for work restrictions and inform
21 the individual's supervisor of these restrictions.
- 22 • Ensure that necessary paperwork is completed, processed, forwarded and/or
23 faxed to the individual's home unit within established timeframes.
- 24 • Ensure all Privacy Act information is properly safeguarded.
- 25 • Advise individuals of their rights and responsibilities when injured or ill.
- 26 • Provide information to the Time Unit Leader (TIME) for accurate posting
27 of timesheets for injured/ill individuals.
- 28 • Provide information to the TIME for payroll deduction of non-work related
29 medical expenses.
- 30 • Follow up on the status of hospitalized or medical evacuated incident
31 personnel.
- 32 • Inform FSC and Safety Officer of injury/illness and trends occurring on the
33 incident.

34 Supervisor responsibilities:

- 35 • Obtain first aid/medical treatment for the injured person.

- 1 • Complete the supervisory portion of claim forms in a timely manner and
- 2 give completed original claim form to the injured person.
- 3 • Follow up with the Compensation/Claims Unit for work restrictions and
- 4 follow-up medical treatment.
- 5 • Coordinate with the FSC and the Planning Section for work assignment
- 6 modifications or recommendations for release from incident.
- 7 • Report time for injured/ill individual on a *Crew Time Report (CTR)*.

8 Employee responsibilities:

- 9 • Request first aid or medical treatment if necessary.
- 10 • Notify supervisor of injury/illness.
- 11 • Complete employee portion of claim forms in a timely manner.
- 12 • Obtain witness statements.
- 13 • Promptly report medical restrictions/release to duty to supervisor.
- 14 • Retains a copy of claim form for their record.

1 Home unit responsibilities:

- 2 • Follow applicable workers' compensation procedures when follow-up
3 medical care is required and/or when the injury or illness results in lost time
4 beyond the date of injury.
- 5 • Submit claims and medical documentation to the appropriate workers'
6 compensation office in a timely manner.
- 7 • Handle all other case management responsibilities.

8 **DEFINITIONS**

9 Definitions used throughout this handbook are located in the Glossary.

10 First Aid – First aid is emergency care or treatment given to an ill or injured
11 person before regular medical care can be obtained. First aid is generally
12 provided by someone other than a physician. On incidents, most first aid is
13 provided in the field or camp by medical unit personnel such as Emergency
14 Medical Technicians (EMTs). First aid cases involve no lost time.

15 Examples of first aid treatment include cleaning, flushing, or soaking wounds on
16 the skin surface; using wound coverings such as bandages; using hot or cold
17 therapy; using any totally non-rigid means of support such as elastic bandages,
18 wraps, non-rigid back belts; using temporary immobilization devices while
19 transporting an accident victim such as splints, slings, neck collars, or back
20 boards; using eye patches; using simple irrigation or a cotton swab to remove
21 foreign bodies not embedded in or adhered to the eye; using finger guards;
22 drinking fluids to relieve heat stress.

23 Medical Care – Treatment including managing and caring for a patient for the
24 purposes of combating disease or disorder. Care is generally provided by a
25 physician.

26 Examples of medical care include examination of the injured employee, stitches,
27 x-rays, medical tests such as blood work, surgery, hospitalization, etc.

28 Occupational Disease or Illness – A condition produced by the work
29 environment over a period longer than a single workday or shift. It may result
30 from systemic infection, repeated stress or strain, exposure to toxins, poisons, or
31 fumes, or other continuing conditions of the work environment (20 CFR Subpart
32 A, 10.5(q); Office of Workers Compensation Programs (OWCP) Publication
33 CA-810, 2-3).

34 Physician – The term “physician” includes doctors of medicine (MDs),
35 surgeons, podiatrists, dentists, clinical psychologists, optometrists, chiropractors,
36 and osteopathic practitioners within the scope of their practices as defined by
37 state law. Any treatment by a nurse practitioner or physician's assistant must be
38 countersigned by a physician as defined in the previous sentence and in
39 Department of Labor (DOL) Publication CA-810.

1 Third-Party Case – An injury or illness/disease caused by a person or object
2 under circumstances that indicate there may be a legal liability on a party other
3 than the federal or state government. Contact the home unit for case
4 management advice.

5 Traumatic Injury – A wound or other condition of the body caused by external
6 force, including stress or strain. The injury must be identifiable by time and
7 place of occurrence and member of the body affected; it must be caused by a
8 specific event or incident or series of events or incidents within a single day or
9 work shift (20 CFR Subpart A, 10.5(ee); OWCP Publication CA-810, 2-2).

10 **FEDERAL WORKERS' COMPENSATION**

11 **Federal Employees' Compensation Act (FECA)**

12 The FECA provides compensation benefits to civilian employees of the United
13 States for disability due to personal injury or disease sustained while in the
14 performance of duty. The FECA is the exclusive remedy for federal workers
15 suffering a work related injury/illness. All related medical care including first
16 aid; physician services; surgery; hospitalization; drugs and medicines;
17 orthopedic, prosthetic, and other appliances and supplies are covered under the
18 FECA. The U.S. DOL OWCP administers the FECA (20 CFR Part 10). OWCP
19 has delegated agencies limited medical authorization authority through the
20 proper use of *Authorization for Examination and/or Treatment, CA-16*.

21 **Coverage under FECA**

22 Included in coverage are civilian federal employees of the United States
23 including those under a permanent, seasonal, temporary appointment, or casual
24 hire. Those excluded from coverage include contractors and employees of
25 contractors, inmate crews and their custodians, National Guard mobilized by a
26 Governor's order, active duty military personnel and state and local government
27 employees.

28 Generally, federal employees are covered under FECA while in travel status
29 away from their home unit unless they are engaged in non-work related
30 activities or deviate from the authorized course of travel for personal reasons. In
31 such cases, the individual may file a claim to obtain a determination from
32 OWCP. Do not authorize medical treatment in these circumstances.

33 **Authorizing Medical Care**

- 34 • Traumatic Injuries - OWCP has authorized agencies to issue Authorization
35 for Examination and/or Treatment, CA-16, to medical facilities/providers
36 authorizing medical treatment for work related traumatic injuries. This
37 form can only be issued once by the agency and provides for treatment up
38 to 60 days, or until OWCP rules otherwise on the case. Issuance of the CA-
39 16 allows the medical provider to refer the injured employee to specialists

1 as necessary. CA-16 instructions direct the medical provider as to the type
2 of treatment authorized and how to obtain further authorization from
3 OWCP if necessary. The FSC or COMP or other appropriate authorizing
4 official may issue the CA-16 (Exhibit 17). The authorizing official shall
5 ensure the U.S. DOL OWCP address is indicated in block 12 of the CA-16.
6 This address is DFEC Central Mailroom, P.O. Box 8300, London, KY
7 40742-8300.

8 If verbal authorization is given to the medical provider in an emergency
9 situation, the CA-16 must be issued within 48 hours after the medical
10 treatment is obtained.

11 When there is doubt whether the injury is work related, check block 6.B.2
12 of the CA-16, which authorizes diagnostic treatment only.

- 13 • **Occupational Disease or Illness** – OWCP rarely allows agencies to
14 authorize medical treatment related to an occupational disease or illness.
15 The employee is responsible for the cost of treatment and any lost time but
16 may file a claim *Notice of Occupational Disease and Claim for*
17 *Compensation, CA-2*, with OWCP for adjudication of the claim. Do not
18 complete a *Federal Employee's Notice of Traumatic Injury and Claim for*
19 *Continuation of Pay/Compensation, CA-1*, or issue a CA-16 for
20 occupational disease or illness.

21 **Continuation of Pay (COP)**

- 22 • **Definition and Entitlement** - When a federal employee, including casuals,
23 sustains a traumatic injury, the employee files a CA-1 (Exhibit 15) and
24 seeks medical treatment from a physician. The individual may claim
25 continuation of pay (COP) for any wage loss due to the injury. The intent
26 of COP is to avoid interruption of the employee's income while the claim is
27 being adjudicated by OWCP. A disability exists only when determined by
28 the physician and time loss must be documented by medical records for an
29 individual to be eligible for COP.

30 COP is available for a maximum of 45 calendar days and begins with the
31 first day or shift of disability or medical treatment after the date of injury,
32 provided the absence starts within 45 days after the injury. The individual
33 is responsible to coordinate with their home unit for specific direction (20
34 CFR, Subpart B, 10.200 – 10.224; OWCP Publication CA-810, 5-1).

35 COP may not be paid after a termination date that was established prior to
36 the injury. For casuals, COP ends when the casual leaves the incident, the
37 original length of commitment ends, or when the casual is released back to
38 duty, whichever occurs first. Casuals should not be kept on the incident if
39 they are not able to work.

40 There is no entitlement to COP for an occupational disease or illness.

- 1 • Controvert - In questionable situations, the agency may wish to controvert
2 (not pay) COP. The instructions on the CA-1, item 36, identify the only
3 reasons COP may be controverted. Any issues beyond those described
4 should be communicated to the home unit for action.
- 5 • COP Recording Procedures - Time loss due to disability and medical
6 treatment on the day of injury is not charged to COP. The individual is kept
7 in regular pay status to meet base hour requirements or paid the guaranteed
8 hours (8, 9, or 10) for that calendar day. COP begins with the first day of
9 absence for disability or medical treatment following the date of injury and
10 should be identified on the *Incident Time Report*, OF-288.
- 11 The only exception is when the injury occurs before the beginning of the
12 workday or shift. For example, while on incident assignment, an individual
13 is scheduled to work 0700-1900 and incurs a traumatic injury at 0630.
14 Medical treatment is provided and the physician notes disability for that
15 day. Charge COP for base hour requirements beginning the shift
16 immediately following the injury.
- 17 COP is charged for each day the individual is absent from work due to
18 disability including intermittent periods or partial days. For example, an
19 individual is treated and released by the doctor to return to work on the date
20 of the injury, but is required to return for follow-up treatment during regular
21 work hours on a subsequent day. Use COP to pay time for this follow-up
22 treatment.
- 23 Work performed during a period of COP is recorded as regular hours of
24 work. Return travel to the home unit from an incident assignment is
25 considered work time and is not charged to COP.
- 26 Travel to and from a medical provider and/or time spent receiving medical
27 treatment is compensable if it falls within the normal guaranteed work
28 schedule (guaranteed 8 hour day for casuals). FECA does not allow
29 payment of overtime for either of these activities.
- 30 • COP Recording for Regular Government Employees - The COP rate for a
31 regular government employee is determined by the individual's home unit.
32 To record COP, indicate "COP" in the Start/Stop columns. Note date and
33 time of injury and return to duty information in the Remarks block (Exhibit
34 20).
- 35 • COP Recording for Casuals - For casuals the COP rate is determined by the
36 AD position classification the casual was working under at the time of
37 injury.
- 38 • To record COP, indicate "COP" in the Start/Stop columns and record "8" in
39 the Hours column for each full day of disability. Indicate partial days of
40 disability with the appropriate number of hours in the Hours column. Note

1 date and time of injury and return to duty information in the Remarks
2 block.

- 3 • For casuals, COP ends when the casual leaves the incident, the original
4 length of commitment ends, or when the casual is released back to full duty,
5 whichever occurs first. Casuals should not be kept on the incident if they
6 are not able to work.

7 Examples:

8 A PTRC (single resource) is injured on day 8 of a 14 day assignment, the
9 disability continues for another 8 days, the PTRC would only be entitled to
10 6 days of COP.

11 A Type 2 crew member is injured on day 5 and released home. On day 10,
12 the crew member was released by his physician to return to duty, but the
13 rest of the crew completed the 14 day assignment. The crew member would
14 only be entitled to 5 days COP. A casual is only entitled to COP, until
15 released by a physician, not to exceed 45 days.

16 If on a day subsequent to the date of injury and initial treatment, a casual
17 worked 4 hours and was then transported to a doctor for follow-up
18 treatment (2 hours round trip travel and medical treatment time), the COP
19 entitlement would be 2 hours (4 hours work + 2 hours travel/medical + 2
20 hours COP = 8 hours guarantee). The 2 hours of medical time is
21 compensable as work time as it falls within the guaranteed 8 hours. Record
22 "COP" in the Start/Stop columns and "2" in the Hours column.

23 If a casual works 8 or more hours prior to seeking medical treatment, there
24 is no charge to COP for the day. If the casual is assigned work during the
25 time under medical restrictions, this time is not COP and must be recorded
26 as regular work time, whether within or exceeding 8 hours of compensation
27 for the day.

28 Do not confuse COP with the guaranteed 8 hours per day for casuals. They
29 are two different sets of guidance for entirely different purposes. For
30 instance, COP is not allowed for an occupational disease or illness.
31 However, if a casual has a cold and misses work, the casual may still be
32 entitled to their guaranteed 8 hours of pay if not released from the incident.

33 **Selection of Physician**

34 Under FECA, employees may elect a physician of their choice. Emergency
35 incidents that dictate securing medical services from the nearest available
36 facility does not constitute selection or choice of physician. The election is still
37 available, should further treatment be necessary, when the employee returns to
38 the home unit.

1 **AGENCY PROVIDED MEDICAL CARE (APMC)**

2 This is a program under which some federal agencies pay for limited costs for
3 minor injuries or illnesses that involve only one treatment. One possible follow
4 up visit is permissible if it occurs during non-duty hours and the employee is
5 agreeable to this.

6 This coverage is separate from the provisions of the FECA. APMC should not
7 interfere with employee's rights under FECA for treatment of work related
8 injuries and illness. Treatment under APMC may be disadvantageous to the
9 employee and the COMP is responsible to counsel the employee on their
10 options. Because OWCP has a fee schedule, costs associated with claims
11 through FECA are significantly lower than APMC treatment costs.

12 **Authority for APMC**

13 The Department of Agriculture Organic Act of September 21, 1944, and the
14 Granger-Thye Act of April 24, 1950 authorize appropriated funds to be used to
15 purchase necessary medical supplies, services, and other assistance for the
16 immediate relief of individuals engaged in hazardous work. These authorities
17 should not be interpreted to circumvent OWCP procedures for FECA, which
18 provides the exclusive remedy for medical care and other benefits related to all
19 work-related injury or illness.

20 **APMC Coverage**

- 21 • Appropriate Use – The use of APMC is appropriate for injury/illness cases
22 involving only 1 APMC visit which occurs on the day of the injury/illness.
23 One follow-up visit is permissible if it occurs during non-duty hours and the
24 employee is agreeable to this. APMC can only be used while the employee
25 remains at the site of the incident. Injury/illness cases treated under APMC
26 cannot have lost time charged to sick leave, annual leave, or COP. If initial
27 treatment by a medical provider occurs after the date of injury, follow-up
28 treatment is necessary after the individual is released from the incident,
29 and/or lost time occurs or is expected, the claim must be processed under
30 FECA.

31 Medical treatment for traumatic injury claims are most appropriately
32 processed following the FECA procedures described earlier, rather than
33 APMC procedures. This will establish a record for the employee with
34 OWCP and provides the greatest protection and timely service should
35 further treatment be necessary upon return to the home unit.

- 36 • Employee Choice of Processes – Injured federal employees do not have a
37 right to treatment under APMC as they do under FECA. It is the incident
38 agency's choice whether or not to offer APMC. Per OWCP, the
39 employee's use of APMC instead of FECA is voluntary. The COMP is

- 1 responsible to counsel the employee on the difference between APMC and
2 OWCP treatment and allow the employee to choose.
- 3 • APMC Use for Treatment of Traumatic Injuries – Use of APMC for
4 traumatic injuries must be limited to injury/illness cases involving only 1
5 treatment and may not include authorization for therapy, stitches, x-rays, or
6 other non-first aid treatments.
 - 7 • APMC Use for Treatment of Occupational Disease & Illness Claims –
8 APMC may be used to authorize first aid treatment only for illnesses such
9 as respiratory infections, colds, sore throats and similar conditions
10 associated with exposure to smoke, dust, and weather conditions, etc.
11 Authorization of APMC treatment is at the discretion of the incident agency
12 and should be minimal, only to relieve suffering. APMC is appropriate as
13 an interim measure until the employee can arrange for private medical
14 attention, at the individual's expense, or file an occupational illness claim
15 under FECA and await OWCP approval to incur medical expenses.
 - 16 • Non-Work Related Injuries/Illness – APMC should not be authorized for
17 non-work related injuries or illnesses. However, in situations where
18 treatment is deemed necessary by the incident agency, counsel the
19 employee and ensure that a payroll deduction is made to cover the cost.
20 The incident agency is responsible for paying the medical provider and for
21 resolving any disputed matters with the individual treated for all APMC
22 services authorized.
 - 23 • APMC Use for Dental Work – Do not authorize APMC for dental
24 treatment, e.g., toothache due to cavity, where there is any question whether
25 it relates to a work related injury. Upon return to the home unit, the
26 individual can obtain treatment and file a claim for reimbursement from
27 OWCP if they feel the condition was work related. However, in situations
28 where treatment is deemed necessary by the incident agency, counsel the
29 employee and ensure that a payroll deduction is made to cover the cost.
 - 30 • Contractors – Contract personnel may not utilize APMC services.
 - 31 • State and Other Non-Federal Employees – State authorities vary and may
32 not allow APMC for state employees. Contact the employee's state or
33 federal incident business management coordinator for guidance.
34 State and National Guard employees' coverage is dependent on the contract
35 and/or agreement under which they are dispatched.
 - 36 • Military Personnel – Military medical units will provide treatment for
37 military personnel (*Military Use Handbook*, Chapter 100).

38 **Procedures to Establish APMC**

39 The FSC coordinates the establishment of APMC through the incident agency.

1 Payment of APMC Costs

2 Appropriate APMC costs, as authorized by the FSC or COMP, are paid by
3 incident personnel or the incident agency per agency policy.

4 Procedures for Using APMC

5 Medical Resource Request Number – A medical resource request number (M#)
6 is assigned for treatment under APMC. The M# is issued to the medical
7 provider by the Finance/Administration Section. Requests are numbered
8 sequentially, prefixed by the resource category alpha code, e.g., M-1, M-2, M-3.
9 Each incident is assigned a unique incident/project order number. For example,
10 MT-LNF-000076 stands for: Montana, Lolo National Forest. The “000076” is
11 the sequential incident number. The medical resource request number consists
12 of the incident order number, followed by the request number, e.g., MT-LNF-
13 000076, M-1. This combination is referred to as an M#. One M# is issued to
14 cover APMC treatment associated with a specific injury or illness.

15 COMP issues the *Agency Provided Medical Care Authorization and Medical*
16 *Report*, FS-6100-16, which is used to authorize APMC treatment and for the
17 medical provider to document patient evaluation and diagnosis. The FS-6100-
18 16 is returned to the COMP so duty status and disability determinations can be
19 made.

20 All APMC cases must have the M# entered on the top of all reporting forms
21 with a notation “Paid by APMC”.

22 All authorized services must be summarized an incident injury/illness log. The
23 FSC/COMP provides a copy of the log to the incident agency to support
24 payment for APMC and to facilitate follow-up (Exhibit 19).

25 Do not confuse APMC procedures with either state or federal workers'
26 compensation programs. Do not issue an *Authorization for Examination and*
27 *Treatment*, CA-16 for APMC.

PROCEDURES AND DOCUMENTATION REQUIREMENTS FOR FECA OR APMC

Traumatic Injury

Form Required – *Federal Employee’s Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, CA-1* or other appropriate agency specific form.

Action Taken:

- Individual completes the front of form as soon as possible, preferably within 48 hours of the injury. Supervisor completes the Supervisor’s Report section, signs, and gives receipt to individual.
- Individual/supervisor should obtain witness statement(s) if appropriate. Supervisor is responsible for completion on behalf of employee, if employee is incapacitated.
- Leave blocks titled “Occupational code”, “Type code,” “Source code,” “OWCP Agency Code,” and “Occupational Safety and Health Administration (OSHA) Site Code” blank. Home unit is responsible to complete.
- COMP advises individual of rights, benefits, and responsibilities.
- COMP authorizes medical care, if appropriate, by issuing:
 - If using FECA procedures: *Authorization for Examination and/or Treatment, CA-16*, if the case requires any medical treatment. Only one form per injury is issued to the medical provider. OR;
 - If using APMC procedures: *Agency Provided Medical Care Authorization and Medical Report, FS-6100-16*, for one first aid type of treatment. If a follow-up appointment, after duty hours, is required, COMP issues another FS-6100-16. The original M number is used for a follow up visit.
 - If verbal authorization is given to the medical provider, forward the authorization form to provider within 48 hours.
- Injured individual or individual acting on their behalf returns completed form to the COMP.
- COMP faxes and *provides original documentation to employee for submission to the home unit.*

Occupational Disease/Illness

Covered by FECA requiring medical treatment or resulting in lost time.

Form Required – *Notice of Occupational Disease and Claim for Compensation, CA-2* or other appropriate agency specific form.

1 Action Taken:

- 2 • Individual completes the front of form as soon as possible and preferably
3 within 48 hours. Supervisor completes and signs reverse side.
- 4 • Leave blocks titled “Occupational code”, “Type code”, “Source code”,
5 “OWCP Agency Code”, and “OSHA Site Code” blank. Home unit is
6 responsible to complete.
- 7 • COMP advises individual of rights, benefits, and responsibilities.
- 8 • COMP authorizes appropriate APMC medical care, using a FS-6100-16, for
9 first aid treatment for illnesses such as respiratory illness, colds, sore throats
10 and similar conditions associated with exposure to smoke, dust, and weather
11 conditions, etc. Treatment of more significant illness/disease conditions are
12 not authorized and must be submitted to OWCP for adjudication. Do not
13 issue a CA-16 for an occupational disease or illness.
- 14 • COMP faxes and *provides original documentation to employee for*
15 *submission to the home unit.*

16 **Prescriptions**

17 Utilize local pharmacies that accept the DOL, OWCP fee schedule and bill
18 directly. Pharmacies/Medical providers enrolled with DOL, OWCP, Division of
19 Federal Employees Compensation (DFEC), can be found at the Office of
20 Workers’ Compensation Program website <https://owcp.dol.acs-inc.com>.

21 If no pharmacy in the area is a registered provider with DOL, individual can pay
22 for the prescription and request reimbursement when workers’ compensation
23 claim is accepted. If individual is not able to pay for the prescription, buying
24 team can pay and COMP will ensure payroll deduction is made. Individual will
25 need copy of paid receipt to submit to DOL for reimbursement when claim has
26 been accepted.

27 **Fatality**

28 The individual’s home unit processes the workers’ compensation claim. If death
29 is not immediate, then the incident finance personnel take the following actions:

30 Forms Required:

- 31 • *Federal Employee’s Notice of Traumatic Injury and Claim for Continuation*
32 *of Pay/Compensation, CA-1*
- 33 • *Authorization for Examination and/or Treatment, CA-16, if appropriate.*

34 Action Taken:

- 35 • COMP authorizes medical care, as appropriate under FECA regulation,
36 utilizing the *Authorization for Examination and/or Treatment, CA-16, if*

- 1 employee is transported to medical facility to be treated before death is
2 declared.
- 3 • The CA-16 should not be issued for any type of illness or injury that, even
4 though life-threatening, is not clearly work related. Seizures, chest pains,
5 stroke symptoms, or unexplained loss of consciousness are not clearly work
6 related, and a CA-16 should not be issued.
 - 7 • Supervisor completes the CA-1 form as soon as possible.
 - 8 • Leave blocks titled “Occupational code,” “Type code,” “Source code,”
9 “OWCP Agency Code,” and “OSHA Site Code” blank. Home unit is
10 responsible to complete.
 - 11 • COMP faxes all forms and supporting documentation (medical reports,
12 accident investigation report, witness statements, etc.) to the home unit
13 **immediately upon receipt**, and provides original injury/illness forms and
14 supporting documentation to the individual’s home unit supervisor or
15 compensation specialist within 2 days of receipt.

16 **Forms Distribution**

17 Federal agencies are required to submit workers’ compensation claims
18 documents to OWCP within 10 days of the date signed by the employee. In
19 order for home units to comply, the COMP provides original injury/illness
20 forms, supporting documentation and medical treatment records to the
21 individual’s home unit supervisor or compensation specialist within 2 days of
22 receipt of the CA-1/CA-2. This allows the home unit to review the information,
23 contact the incident if clarification is necessary, meet OWCP reporting
24 requirements and ensure injured workers receive timely and quality service. A
25 temporary copy may be retained by the Compensation/Claims Unit during the
26 incident, but must be either sent home with the employee or destroyed prior to
27 the end of the incident.

28 The Compensation/Claims Unit Leader:

- 29 • Uses the *Incident Injury Case File Envelope*, OF-313, to file injury forms,
30 supporting documentation, and medical treatment documentation. Forward
31 the complete package to the individual’s home unit upon demobilization of
32 the individual (Exhibit 22).
- 33 • Completes an incident injury/illness log to document injuries/illnesses. The
34 log may not contain any Personally Identifiable Information (PII) (Exhibit
35 19).

36 **All compensation for injury documents are protected by the Privacy Act**
37 **and shall not be retained in the incident records.** When original documents
38 are forwarded to the home unit or other location as specified, all temporary
39 copies are sent home with the employee or destroyed. Retain the incident
40 injury/illness log in the incident records.

STATE AND LOCAL GOVERNMENT WORKERS' COMPENSATION

State Workers' Compensation Coverage

State employees experiencing injury or illness on the incident should complete state specific forms and notify their home unit of workers' compensation claims per agency requirements. If state forms are not available, the employee may use a CA-1 or CA-2 to initially record the necessary information. Federal references should be crossed out and the state name written at the top of the form. The state employee is responsible to contact the home unit to obtain the proper reporting forms. The COMP maintains injury compensation records and transmits documents to the home unit per state agency policy. Do not issue CA-16 for medical treatment. Reference APMC coverage.

Local Government Workers' Compensation

Cooperators are normally covered under their home unit workers' compensation program, e.g., county/local government. Cooperators experiencing injury or illness on the incident should complete home unit specific forms and notify their home unit of workers' compensation claims per their agency requirements. The COMP maintains injury compensation records and transmits documents to the home unit per cooperator agency policy.

If a cooperator is hired as a federal casual, follow FECA or APMC procedures as appropriate. If a cooperator is hired as a state employee, follow state workers' compensation procedures.

Federal agencies entering into cooperative agreements do not have the authority to grant FECA coverage to individual cooperators. Some cooperative agreements require reimbursement for medical costs. This should not be interpreted as providing coverage under FECA.

EXHIBITS

[Exhibit 15 – Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, CA-1](#)

[Exhibit 16 – Notice of Occupational Disease and Claim for Compensation, CA-2](#)

[Exhibit 17 – Authorization for Examination and/or Treatment, CA-16](#)

[Exhibit 18 – Agency Provided Medical Care \(APMC\) Authorization and Medical Report, FS-6100-16](#)

[Exhibit 19 – Sample Incident Injury/Illness Log](#)

- 1 [Exhibit 20 – Incident Time Report, OF-288, showing COP for a regular](#)
- 2 [government employee](#)
- 3 [Exhibit 21 – Incident Time Report, OF-288, showing COP for a casual employee](#)
- 4 [Exhibit 22 – Sample Incident Injury Case File Envelope, OF-313](#)

Exhibit 15 - Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, CA-1

http://www.dol.gov/owcp/regs/compliance/ca-1.pdf

U.S. Department of Labor
Office of Workers' Compensation Programs



Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation

Employee: Please complete all boxes 1 - 15 below. Do not complete shaded areas.
Witness: Complete bottom section 16.
Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

Employee Data
1. Name of employee (Last, First, Middle)
Smith, Katrina L.
2. Social Security Number
000-00-0000
3. Date of birth
Mo. Day Yr.
XX/XX/XX
4. Sex
Male Female
5. Home telephone
(208) 555-1234
6. Grade as of date of injury
Level 7 Step 2
7. Employee's home mailing address
123 Waterway Rd
8. Dependents
Wife, Husband
Children under 18 years
Other

Description of Injury
9. Place where injury occurred
Warm Lake Incident Base - Tool Sharpening Area
10. Date injury occurred
Mo. Day Yr.
07/12/2016
Time
a.m. p.m.
11. Date of this notice
Mo. Day Yr.
07/12/2016
12. Employee's occupation
Forestry Technician

13. Cause of injury
Right thumb laceration
14. Nature of injury
a. Occupation code
b. Type code
c. Source code
OWCP Use - NOI Code

Employee Signature
15. I certify, under penalty of law, that the injury described above was sustained in performance of duty as an employee of the United States Government and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication.
a. Continuation of regular pay (COP) not to exceed 45 days and compensation for wage loss if disability for work continues beyond 45 days.
b. Sick and/or Annual Leave
Signature of employee or person acting on his/her behalf
Date July 12, 2016

Witness Statement
16. Statement of witness
I was working beside Katrina and I saw her cut her right thumb on a shovel edge
Name of witness
Signature of witness
Date signed
Piper Lynn
City
Boise
State
ID
ZIP Code
83704

Print Form Save Form Reset Form Form CA-1 Revised January 2013

Official Supervisor's Report: Please complete information requested below:

Supervisor's Report			
17. Agency name and address of reporting office (include street address, city, state, and ZIP code) BLM - Boise District Office			OWCP Agency Code
			OSHA Site Code
City	State	ZIP Code	
3924 Development Avenue	ID <input type="text" value=""/>	83705	
18. Employee's duty station (include street address, city, state and ZIP code) BLM - Boise District Office		City	State ZIP Code
		Boise	ID <input type="text" value=""/> 83705
19. Employee's retirement coverage <input type="checkbox"/> CSRS <input checked="" type="checkbox"/> FERS <input type="checkbox"/> Other, (identify)			
20. Regular work hours From: 9:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m. To: 6:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.			
21. Regular work schedule <input type="checkbox"/> Sun. <input checked="" type="checkbox"/> Mon. <input checked="" type="checkbox"/> Tues. <input checked="" type="checkbox"/> Wed. <input checked="" type="checkbox"/> Thurs. <input checked="" type="checkbox"/> Fri. <input type="checkbox"/> Sat.			
22. Date of injury Mo. Day Yr. 07/12/2016	23. Date notice received Mo. Day Yr. 07/12/2016	24. Date stopped work Mo. Day Yr. Time: 10:15 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
25. Date pay stopped Mo. Day Yr.	26. Date 45 day period began Mo. Day Yr. 07/13/2016	27. Date returned to work Mo. Day Yr. Time: 4:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	
28. Was employee injured in performance of duty? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No," explain)			
29. Was injury caused by employee's willful misconduct, intoxication, or intent to injure self or another? <input type="checkbox"/> Yes (If "Yes," explain) <input checked="" type="checkbox"/> No			
30. Was injury caused by third party? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If "No," go to Item 32,.)		31. Name and address of third party (include street address, city, state, and ZIP code)	
		City	State ZIP Code
			ID <input type="text" value=""/>
32. Name and address of physician first providing medical care (include street address, city, state, ZIP code) Dr Converse		33. First date medical care received Mo. Day Yr. 07/12/2016	
City	State	ZIP Code	
Boise	ID <input type="text" value=""/>	83705	
		34. Do medical reports show employee is disabled for work? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
35. Does your knowledge of the facts about this injury agree with statements of the employee and/or witnesses? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No," explain)			
36. If the employing agency controverts continuation of pay, state the reason in detail. N/A		37. Pay rate when employee stopped work \$17.70 Per Hour	

Signature of Supervisor and Filing Instructions

38. A supervisor who knowingly certifies to any false statement, misrepresentation concealment of fact, etc. in respect of this claim may also be subject to appropriate felony criminal prosecution.
I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Name of supervisor (Type or print) Laine Schwarberg	
Signature of supervisor	Date 07/12/2016
Supervisor's Title Supply Unit Leader	Office phone (208) 555-1212

39. Filing instructions No lost time and no medical expense: Place this form in employee's medical folder (SF-66-D)
 No lost time, medical expense incurred or expected: forward this form to OWCP
 Lost time covered by leave, LWOP, or COP: forward this form to OWCP
 First Aid Injury

Instructions for Completing Form CA-1

Complete all items on your section of the form. If additional space is required to explain or clarify any point, attach a supplemental statement to the form. Some of the items on the form which may require further clarification are explained below.

Employee (or person acting on the employees' behalf)

13) Cause of injury

Describe in detail how and why the injury occurred. Give appropriate details (e.g., if you fell, how far did you fall and in what position did you land?)

14) Nature of injury

Give a complete description of the condition(s) resulting from your injury. Specify the right or left side if applicable (e.g., fractured left leg; cut on right index finger).

15) Election of COP/Leave

If you are disabled for work as a result of this injury and filed CA-1 within thirty days of the injury, you may be entitled to receive continuation of pay (COP) from your employing agency. COP is paid for up to 45 calendar days of disability, and is not charged against sick or annual leave. If you elect sick or annual leave you may not claim compensation to repurchase leave used during the 45 days of COP entitlement.

Supervisor

As the time the form is received, complete the receipt of notice of injury and give it to the employee. In addition to completing items 17 through 39, the supervisor is responsible for obtaining the witness statement in item 16 and for filling in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form should be sent to OWCP within 10 working days after it is received.

The supervisor should also submit any other information or evidence pertinent to the merits of this claim.

If the employing agency controverts COP, the employee should be notified and the reason for controversion explained to him or her.

17) Agency name and address of reporting office

The name and address of the office to which correspondence from OWCP should be sent (if applicable, the address of the personnel or compensation office).

18) Duty station street address and zip code

The address and zip code of the establishment where the employee actually works.

19) Employers Retirement Coverage.

Indicate which retirement system the employee is covered under.

30) Was injury caused by third party?

A third party is an individual or organization (other than the injured employee or the Federal government) who is liable for the injury. For instance, the driver of a vehicle causing an accident in which an employee is injured, the owner of a building where unsafe conditions cause an employee to fall, and a manufacturer whose defective product causes an employee's injury, could all be considered third parties to the injury.

32) Name and address of physician first providing medical care

The name and address of the physician who first provided medical care for this injury. If initial care was given by a nurse or other health professional (not a physician) in the employing agency's health unit or clinic, indicate this on a separate sheet of paper.

33) First date medical care received

The date of the first visit to the physician listed in item 31.

36) If the employing agency controverts continuation of pay, state the reason in detail.

COP may be controverted (disputed) for any reason; however, the employing agency may refuse to pay COP only if the controversion is based upon one of the nine reasons given below:

- a) The disability was not caused by a traumatic injury.
- b) The employee is a volunteer working without pay or for nominal pay, or a member of the office staff of a former President;
- c) The employee is not a citizen or a resident of the United States or Canada;
- d) The injury occurred off the employing agency's premises and the employee was not involved in official "off premise" duties;
- e) The injury was proximately caused by the employee's willful misconduct, intent to bring about injury or death to self or another person, or intoxication;
- f) The injury was not reported on Form CA-1 within 30 days following the injury;
- g) Work stoppage first occurred 45 days or more following the injury;
- h) The employee initially reported the injury after his or her employment was terminated; or
- i) The employee is enrolled in the Civil Air Patrol, Peace Corps, Youth Conservation Corps, Work Study Programs, or other similar groups.

Employing Agency - Required Codes

Box a (Occupation Code), Box b (Type Code), Box c (Source Code), OSHA Site Code

The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Booklet 2014, "Recordkeeping and Reporting Guidelines."

OWCP Agency Code

This is a four-digit (or four digit plus two letter) code used by OWCP to identify the employing agency. The proper code may be obtained from your personnel or compensation office, or by contacting OWCP.

Print Form Save Form Reset Form

Form CA-1
Revised January 2013

Benefits for Employees under the Federal Employees' Compensation Act (FECA)

The FECA, which is administered by the Office of Workers' Compensation Programs (OWCP), provides the following benefits for job-related traumatic injuries:

- (1) Continuation of pay for disability resulting from traumatic, job-related injury, not to exceed 45 calendar days. (To be eligible for continuation of pay, the employee, or someone acting on his/her behalf, must file Form CA-1 within 30 days following the injury and provide medical evidence in support of disability within 10 days of submission of the CA-1. Where the employing agency continue's the employee's pay, the pay must not be interrupted unless one of the provision's outlined in 20 CFR 10.222 apply.
- (2) Payment of compensation for wage loss after the expiration of COP, if disability extends beyond such point, or if COP is not payable. If disability continues after COP expires, Form CA-7, with supporting medical evidence, must be filed with OWCP. To avoid interruption of income, the form should be filed on the 40th day of the COP period.
- (3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc.), or for serious deffringement of the head, face, or neck.
- (4) Vocational rehabilitation and related services where directed by OWCP.
- (5) All necessary medical care from qualified medical providers. The injured employee may choose the physician who provides initial medical care. Generally, 25 miles from the place of injury, place of employment, or employee's home is a reasonable distance to travel for medical care.

An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Form CA-7b, available from the personnel office, should be studied BEFORE a decision is made to sue leave.

For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Chapter 20, Part 10) or pamphlet CA-810.

Privacy Act

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), you are hereby notified that: (1) The Federal Employees' Compensation Act, as amended and extended (5 U.S.C. 8101, et seq.) (FECA) is administered by the Office of Workers' Compensation Programs of the U.S. Department of Labor, which receives and maintains personal information on claimants and their immediate families. (2) Information which the Office has will be used to determine eligibility for and the amount of benefits payable under the FECA, and may be verified through computer matches or other appropriate means. (3) Information may be given to the Federal agency which employed the claimant at the time of injury in order to verify statements made, answer questions concerning the status of the claim, verify billing, and to consider issues relating to retention, rehire, or other relevant matters. (4) Information may also be given to other Federal agencies, other government entities, and to private-sector agencies and/or employers as part of rehabilitative and other return-to-work programs and services. (5) Information may be disclosed to physicians and other health care providers for use in providing treatment or medical/vocational rehabilitation, making evaluations for the Office, and for other purposes related to the medical management of the claim. (6) Information may be given to Federal, state and local agencies for law enforcement purposes, to obtain information relevant to a decision under the FECA, to determine whether benefits are being paid properly, including whether prohibited dual payments are being made, and, where appropriate, to pursue salary/administrative offset and debt collection actions required or permitted by the FECA and/or the Debt Collection Act. (7) Disclosure of the claimant's social security number (SSN) or tax identifying number (TIN) on this form is mandatory. The SSN and/or TIN, and other information maintained by the Office, may be used for identification, to support debt collection efforts carried on by the Federal government, and for other purposes required or authorized by law. (8) Failure to disclose all requested information may delay the processing of the claim or the payment of benefits, or may result in an unfavorable decision or reduced level of benefits.

Note: This notice applies to all forms requesting information that you might receive from the Office in connection with the processing and adjudication of the claim you filed under the FECA.

Receipt of Notice of Injury

This acknowledges receipt of Notice of Injury sustained by (Name of injured employee)

Katrina L Smith

Which occurred on (Mo. Day, Yr.) 07/12/XXXX

At (Location)

Warm Lake Incident Base

Signature of Official Superior	Title	Date (Mo. Day, Yr.)
	Supply Unit Leader	07/12/XXXX

*U.S. GPO: 1999-454-945/12704

Print Form Save Form Reset Form

Form CA-1
Revised January 2013

Exhibit 16 - Notice of Occupational Disease and Claim for Compensation, CA-2

http://www.dol.gov/owcp/regs/compliance/ca-2.pdf

Notice of Occupational Disease and Claim for Compensation

Reset

Print

U. S. Department of Labor Office of Workers' Compensation Programs



Employee: Please complete all boxes 1 - 18 below. Do not complete shaded areas. Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

Employee Data

1. Name of Employee (Last, First, Middle) Ruby Tim S
2. Social Security Number 000-00-0000
3. Date of birth 07/12/1959
4. Sex M
5. Home telephone (208)555-1111
6. Grade as of date of last exposure Level 6 Step 5
7. Employee's home mailing address 285 Smoke Street, Boise, ID 83705
8. Dependents: [X] Wife, Husband; [] Children under 18 years; [] Other

Claim Information

9. Employee's occupation: Forestry Technician
a. Occupation code:
10. Location where you worked when disease or illness occurred: Paper Fire on the Boise National Forest, Cascade, ID 88603
11. Date you first became aware of disease or illness: 08/22/2016
12. Date you first realized the disease or illness was caused or aggravated by your employment: 08/22/2016
13. Explain the relationship to your employment, and why you came to this realization

While working as a firefighter on the Paper Fire, I was subject to a great amount of smoke inhalation. The smoke was caused by a sloop over in the area where I was working.

14. Nature of disease or illness: Smoke Inhalation
OWCP Use - NOI Code
b. Type code
c. Source code

15. If this notice and claim was not filed with the employing agency within 30 days after date shown above in item #12, explain the reason for the delay. N/A

16. If the statement requested in item 1 of the attached instructions is not submitted with this form, explain reason for delay. N/A

17. If the medical reports requested in item 2 of attached instructions are not submitted with this form, explain reason for delay. N/A

Employee Signature

I certify, under penalty of law, that the disease or illness described above was the result of my employment with the United States Government, and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and other benefits provided by the Federal Employees' Compensation Act. I hereby authorize any physician or hospital (or any other person, institution, corporation, or government, agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.

Signature of employee or person acting on his/her behalf Date

Have your supervisor complete the receipt attached to this form and return it to you for your records.

Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.

Official Supervisor's Report of Occupational Disease: Please complete information requested below

Supervisor's Report

19. Agency name and address of reporting office (include street address, city, state, and ZIP Code)

USFS, ASC-HCM Workers' Compensation Section

OWCP Agency Code

3900 Masthead St., MS-118

OSHA Site Code

City: Albuquerque State: NM ZIP Code: 87109

20. Employee's duty station (include street address, city, state, and ZIP code)

NIFC, 3833 S Development Avenue

City: Boise State: ID ZIP Code: 83705

21. Regular work hours From: 09:00 a.m. To: 06:00 p.m. 22. Regular work schedule Sun. Mon. Tues. Wed. Thurs. Fri. Sat.

23. Name and address of physician first providing medical care (include city, state, ZIP code)

Cascade Medical Center

24. First date medical care received

4720 Deer Lane

Mo. Day Yr

City: Cascade State: ID ZIP Code: 88603

25. Do medical reports show employee is disabled for work? Yes No

26. Date employee first reported condition to supervisor Mo. Day Yr. 08/22/2016 27. Date and hour employee stopped work Mo. Day Yr. 08/22/2016 Time: 02:00 a.m. p.m.

28. Date and hour employee's pay stopped Mo. Day Yr. Time a.m. p.m. 29. Date employee was last exposed to conditions alleged to have caused disease or illness Mo. Day Yr. 08/22/2016

30. Date returned to work Mo. Day Yr. 08/23/2016 Time: 08:00 a.m. p.m.

31. If employee has returned to work and work assignment has changed, describe new duties. Employee assigned light duty at the incident base and is not to be exposed to smoke for two days. Employee can return to fireline.

32. Employee's Retirement Coverage CSRS FERS Other, (Specify)

33. Was injury caused by third party? Yes No 34. Name and address of third party (include street address, city, state, and ZIP code)

Signature of Supervisor

35. A supervisor who knowingly certifies to any false statement, misrepresentation, concealment of fact, etc., in respect to this claim may also be subject to appropriate felony criminal prosecution. I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Name of Supervisor (Type or print): Tammy Bull Signature of Supervisor: Date: 08/22/2016 Supervisor's Title: Strike Team Leader Office phone: (208)555-1234

Disability Benefits for Employees under the Federal Employees' Compensation Act (FECA)

The FECA, which is administered by the Office of Workers' Compensation Programs (OWCP), provides the following general benefits for employment-related occupational disease or illness:

- (1) Full medical care from either Federal medical officers and hospitals, or private hospitals or physicians of the employee's choice.
- (2) Payment of compensation for total or partial wage loss.
- (3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc.), or for serious disfigurement of the head, face, or neck.
- (4) Vocational rehabilitation and related services where necessary.

The first three days in a non-pay status are waiting days, and no compensation is paid for these days unless the period of disability exceeds 14 calendar days, or the employee has suffered a permanent disability. Compensation for total disability is generally paid at the rate of 2/3 of an employee's salary if there are no dependents, or 3/4 of salary if there are one or more dependents.

An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Form CA-7b, available from the personnel office, should be studied BEFORE a decision is made to use leave.

If an employee is in doubt about compensation benefits, the OWCP District Office servicing the employing agency should be contacted. (Obtain the address from your employing agency.)

For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Title 20, Chapter 1) or Chapter 810 of the Office of Personnel Management's Federal Personnel Manual.

Privacy Act

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), you are hereby notified that: (1) The Federal Employees' Compensation Act, as amended and extended (5 U.S.C. 8101, et seq.) (FECA) is administered by the Office of Workers' Compensation Programs of the U.S. Department of Labor, which receives and maintains personal information on claimants and their immediate families. (2) Information which the Office has will be used to determine eligibility for and the amount of benefits payable under the FECA, and may be verified through computer matches or other appropriate means. (3) Information may be given to the Federal agency which employed the claimant at the time of injury in order to verify statements made, answer questions concerning the status of the claim, verify billing, and to consider issues relating to retention, rehire, or other relevant matters. (4) Information may also be given to other Federal agencies, other government entities, and to private-sector agencies and/or employers as part of rehabilitative and other return-to-work programs and services. (5) Information may be disclosed to physicians and other health care providers for use in providing treatment or medical/vocational rehabilitation, making evaluations for the Office, and for other purposes related to the medical management of the claim. (6) Information may be given to Federal, state and local agencies for law enforcement purposes, to obtain information relevant to a decision under the FECA, to determine whether benefits are being paid properly, including whether prohibited dual Payments are being made, and, where appropriate, to pursue salary/administrative offset and debt collection actions required or permitted by the FECA and/or the Debt Collection Act. (7) Disclosure of the claimant's social security number (SSN) or tax identifying number (TIN) on this form is mandatory. The SSN and/or TIN, and other information maintained by the Office, may be used for identification, to support debt collection efforts carried on by the Federal government, and for other purposes required or authorized by law. (8) Failure to disclose all requested information may delay the processing of the claim or the payment of benefits, or may result in an unfavorable decision or reduced level of benefits.

Note: This notice applies to all forms requesting information that you might receive from the Office in connection with the processing and adjudication of the claim you filed under the FECA.

Receipt of Notice of Occupational Disease or Illness

This acknowledges receipt of notice of disease or illness sustained by:
(Name of injured employee)

[Redacted box for Name of injured employee]

I was first notified about this condition on (Mo., Day, Yr.) [Redacted box]

At (Location) [Redacted box]

Signature of Official Superior	Title	Date (Mo., Day, Yr.)
[Redacted box]	[Redacted box]	[Redacted box]

This receipt should be retained by the employee as a record that notice was filed.

INSTRUCTIONS FOR COMPLETING FORM CA-2

Complete all items on your section of the form. If additional space is required to explain or clarify any point, attach a supplemental statement to the form. In addition to the information requested on the form, both the employee and the supervisor are required to submit additional evidence as described below. If this evidence is not submitted along with the form, the responsible party should explain the reason for the delay and state when the additional evidence will be submitted.

Employee (or person acting on the Employee's behalf)

Complete items 1 through 18 and submit the form to the employee's supervisor along with the statement and medical reports described below. Be sure to obtain the Receipt of Notice of Disease or Illness completed by the supervisor at the time the form is submitted.

- | | |
|--|--|
| <p>1) Employee's statement
In a separate narrative statement attached to the form, the employee must submit the following information:</p> <ul style="list-style-type: none"> a) A detailed history of the disease or illness from the date it started. b) Complete details of the conditions of employment which are believed to be responsible for the disease or illness. c) A description of specific exposures to substances or stressful conditions causing the disease or illness, including locations where exposure or stress occurred, as well as the number of hours per day and days per week of such exposure or stress. d) Identification of the part of the body affected. (If disability is due to a heart condition, give complete details of all activities for one week prior to the attack with particular attention to the final 24 hours of such period.) e) A statement as to whether the employee ever suffered a similar condition. If so, provide full details of onset, history, and medical care received, along with names and addresses of physicians rendering treatment. | <p>2) Medical report</p> <ul style="list-style-type: none"> a) Dates of examination or treatment. b) History given to the physician by the employee. c) Detailed description of the physician's findings. d) Results of x-rays, laboratory tests, etc. e) Diagnosis. f) Clinical course of treatment. g) Physician's opinion as to whether the disease or illness was caused or aggravated by the employment, along with an explanation of the basis for this opinion. (Medical reports that do not explain the basis for the physician's opinion are given very little weight in adjudicating the claim.) <p>3) Wage loss
If you have lost wages or used leave for this illness, Form CA-7 should also be submitted.</p> |
|--|--|

Supervisor (Or appropriate official in the employing agency)

At the time the form is received, complete the Receipt of Notice of Disease or Illness and give it to the employee. In addition to completing items 19 through 34, the supervisor is responsible for filling in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form must be sent to OWCP within ten working days after it is received. In a separate narrative statement attached to the form, the supervisor must:

- | | |
|--|---|
| <ul style="list-style-type: none"> a) Describe in detail the work performed by the employee. Identify fumes, chemicals, or other irritants or situations that the employee was exposed to which allegedly caused the condition. State the nature, extent, and duration of the exposure, including hours per days and days per week, requested above. b) Attach copies of all medical reports (including x-ray reports and laboratory data) on file for the employee. | <ul style="list-style-type: none"> c) Attach a record of the employee's absence from work caused by any similar disease or illness. Have the employee state the reason for each absence. d) Attach statements from each co-worker who has first-hand knowledge about the employee's condition and its cause. (The co-workers should state how such knowledge was obtained.) e) Review and comment on the accuracy of the employee's statement requested above. |
|--|---|

The supervisor should also submit any other information or evidence pertinent to the merits of this claim.

Item Explanation: Some of the items on the form which may require further clarification are explained below.

- | | |
|--|---|
| <p>14. Nature of the disease or illness
Give a complete description of the disease or illness. Specify the left or right side if applicable (e.g., rash on left leg; carpal tunnel syndrome, right wrist).</p> <p>19. Agency name and address of reporting office
The name and address of the office to which correspondence from OWCP should be sent (if applicable, the address of the personnel or compensation office).</p> <p>23. Name and address of physician first providing medical care
The name and address of the physician who first provided medical care for this injury. If initial care was given by a nurse or other health professional (not a physician) in the employing agency's health unit or clinic, indicate this on a separate sheet of paper.</p> | <p>24. First date medical care received
The date of the first visit to the physician listed in item 23.</p> <p>32. Employee's Retirement Coverage.
Indicate which retirement system the employee is covered under.</p> <p>33. Was the injury caused by third party?
A third party is an individual or organization (other than the injured employee or the Federal government) who is liable for the disease. For instance, manufacturer of a chemical to which an employee was exposed might be considered a third party if improper instructions were given by the manufacturer for use of the chemical.</p> |
|--|---|


Employing Agency - Required Codes

<p>Box a (Occupational Code), Box b. (Type Code), Box c (Source Code), OSHA Site Code The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Booklet 2014, Record Keeping and Reporting Guidelines.</p>	<p>OWCP Agency Code This is a four digit (or four digit two letter) code used by OWCP to identify the employing agency. The proper code may be obtained from your personnel or compensation office, or by contacting OWCP.</p>
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Exhibit 17 - Authorization for Examination and/or Treatment, CA-16

Attachment 1

Authorization for Examination And/Or Treatment **U.S. Department of Labor**
Office of Workers' Compensation Programs



OMB No.: 1240-0046
Expires: 01-31-2018

The following request for information is required under (5 USC 8101 et. seq.). Benefits and/or medical services expenses may not be paid or may be subject to suspension under this program unless this report is completed and filed as requested. Information collected will be handled and stored in compliance with the Freedom of Information Act, the Privacy Act of 1974 and OMB Cir. No. 130. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

PART A - AUTHORIZATION

1. Name and Address of the Medical Facility or Physician Authorized to Provide the Medical Service:
**Primary Care Medical Center, 1000 South 12th St
 Murrav, KY 42071**

2. Employee's Identification (last, first, middle, SSN)
Bear, Smokey

3. Date of Injury (mo., day, yr.)
05/19/2015

4. Occupation
Forestry Tech

5. Description of Injury or Disease:
Rolled Right ankle

6. You are authorized to provide medical care for the employee for a period of up to sixty days from the date shown in item 3, subject to the condition stated in item A, and to the condition indicated in either 1 or 2, item B.

A. Your signature in item 35 of Part B certifies your agreement that all fees for services shall not exceed the maximum allowable fee established by OWCP and that payment by OWCP will be accepted as payment in full for said services.

B. 1. Furnish office and/or hospital treatment as medically necessary for the effects of this injury. Any surgery other than emergency must have prior OWCP approval.

2. There is doubt whether the employee's condition is caused by an injury sustained in the performance of duty, or is otherwise related to the employment. You are authorized to examine the employee using indicated non-surgical diagnostic studies, and promptly advise the undersigned whether you believe the condition is due to the alleged injury or to any circumstances of the employment. Pending further advice you may provide necessary conservative treatment if you believe the condition may be to the injury or to the employment.

7. If a Disease or Illness is Involved, OWCP Approval for Issuing Authorization was Obtained from: (Type Name and Title of OWCP Official)

8. Signature of Authorizing Official:

9. Name and Title of Authorizing Official: (Type or print clearly)
Comp/Cims Specialist

10. Local Employing Agency Telephone Number (Including Area Code):

11. Date (mo., day, year)
05/19/2015

12. Send one copy of your report:

13. Name and Address of Employee's Place of Employment:

**U.S. DEPARTMENT OF LABOR
 DFEC CENTRAL MAILROOM
 P.O. BOX 8300
 LONDON, KY 40742-8300**

**Department of Agency
 US Forest Service
 Bureau or Office
 Albuquerque Service Center (ASC-HRM)
 Local Address (including ZIP Code)
 4000 Masthead St. NE
 Albuquerque NM, 87109**

Public Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average five minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is voluntary (5 U.S.C. 8101 et seq.) to obtain or retain a benefit. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Workers' Compensation Programs, U.S. Department of Labor, Room S3229, 200 Constitution Avenue, N.W., Washington, D.C. 20210, and reference the OMB Control Number 1240-0046. Note: Do not submit the completed claim form to this address.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE

Any duplication or reproduction of this form, to include via electronic means, is prohibited without the express written consent by OWCP.

Requests for Disability-Related Assistance (Forms and Notices): If you have a substantially limiting physical or mental impairment, Federal disability nondiscrimination law gives you the right to receive help from the OWCP, DFEC in the form of communication assistance, accommodation(s) and/or modification(s) to aid you in the FECA claims process. For example, we will provide you with copies of documents in alternate formats, communication services such as sign language interpretation, or other kinds of adjustments or changes to account for the limitations of your disability. Please contact our office or your OWCP claims examiner to ask about this assistance.

CA-16 (Rev. 09-14)
Previous Revision Obsolete

Exhibit 18 – Agency Provided Medical Care Authorization and Medical Report, FS-6100-16,

USDA - Forest Service		FS 6100-16 (01/05)	
AGENCY PROVIDED MEDICAL CARE AUTHORIZATION AND MEDICAL REPORT			
(Physician or Medical Facility Form may be used for Medical Report)			
Part A Authorization			
1. Medical Resource Request "M Number" M-2			
2. Procurement Identification (BPA/Field PO No., etc)			
3. Responsible Payment Unit Boise National Forest			
		3a. Job Code	3b. Fund Code
4. Employee Name Tim Ruby		5. Social Security No. XXX-XX-XXXX	
4a. Occupation Firefighter		8. Date of Injury 08/22/XXXX	
6. Employing Agency Forest Service, Boise National Forest		8. Date of Injury 08/22/XXXX	
7. Home Unit and Address Boise National Forest 1275 Oakwood Road Boise, ID 87045		Send Bills To:	
9. Physical/Medical Facility: Cascade Medical Center 4720 Deer Lane Cascade, ID 88603			
9a. Description of Injury or Disease: Smoke Inhalation			
Please provide initial diagnosis and treatment medically necessary for injury/illness. Surgery, other than emergency, and/or hospitalization requires further authorization. Please complete the following medical report at the time of treatment and give to the employee for return to our office.			
10. Authorizing Signature (Agency Admin/Line Officer, FSC, or COMP) <i>Connie Camp</i> COMP		11. Date <i>08/22/XXXX</i>	
Part B Attending Physician's Report			
1. Evaluation or Diagnosis: Smoke inhalation resulting in a bronchial infection			
2. Description of Treatment: Bronchial therapy and medication			
3. Medicine Prescribed and Potential Side Effects: 10 days antibiotics			
4. Work Restrictions (if any) and length of restrictions. Do not expose to smoke for 2 days - then can return to fireline duty. Can work in non-smoky environment.			
4a. Total Disability: From: To:		4b. Employee is able to resume (see occupation above):	
Partial Disability: From: To:		Light Work	Date:
		Regular Work	Date: 8/25/XXXX
5. Physician's Signature <i>Doctor's Signature</i>		6. Date <i>08/22/XXXX</i>	

Attachment: **Employee's CA-1/CA-2** (white copy) over
Medical Facility CA-1/CA-2 (pink copy)
Incident Unit Headquarters CA-1/CA-2 (yellow copy)

Employing Office Instructions

Medical treatment for this injury/illness was provided by our Agency through procurement with medical providers under the *Agency Provided Medical Care (APMC)* program. These procedures are entirely apart from and not under the authority or provisions of FECA/OWCP, and do not require issuing a CA-16. However, a CA-1 or CA-2 was completed in all cases for the employee's protection.

Do not pay invoices or statements attached to CA forms. Do not forward to OWCP for payment if:

(1) no further medical treatment is necessary, (2) there is no lost time due to the injury/illness, and (3) this initial treatment did not involve surgery or hospitalization. Under these circumstances only, file the CA-1/CA-2 and medical documentation in the Employee's Medical Folder for record purposes.

If any one of the following conditions occurs, initiate appropriate OWCP procedures:

1. For lost time cases which occurred on the incident assignment or following the employee's return (and are supported by the attached medical documentation), but no further medical treatment is required, submit CA-1/CA-2 and the medical report from the medical provider to OWCP as part of the claim package. Provide explanation to OWCP that all medical services were paid by the Agency. Grant COP and provide form CA-3 to OWCP as appropriate in traumatic injury cases.

2. Where emergency surgery or hospitalization was provided by the medical facility in conjunction with APMC, submit CA-1/CA-2 and the medical reports to OWCP as outlined in item 1 above.

3. Where followup treatment is necessary or there is loss of wages, follow standard OWCP procedures. *This includes issuing CA-16 as appropriate to the physician of the employee's choice.* File the claim with your OWCP District Office.

Situations may arise where the physician provided by this Agency determined that the employee was fit for light or regular duty and subsequent evaluation shortly thereafter by the physician selected by the employee indicates the employee is disabled. While this requires resolution by OWCP, the employee must receive continuation of pay, if other requirements for COP are met, pending OWCP's decision.

If you have any questions or problems, please contact Incident Unit Headquarter's Compensation Specialist:

Compensation Specialist Name	_____
Agency Unit Headquarters	_____
Phone Number	_____

Exhibit 19 – Incident Injury/Illness Log

Incident Injury/Illness Log

EMPLOYEE NAME, HOME UNIT & PHONE #	DATE OF INJURY	M# (AMPC ONLY)	CREW NAME OR OH SECTION	SUPERVISOR NAME, HOME UNIT & PHONE #	NATURE OF INJURY/ILLNES	FORMS PREPARED	DATE FORMS TRANSMITTED TO HOME UNIT
Sample Entry - Amy Miller Boise Field Office 208-387-1122	7/12/XXXX	N/A	Supply Unit	Lance Schwarber BLM Vale District Office 541-123-4444	Right Thumb Laceration	CA-1, CA-16	7/13/XXXX

Exhibit 20 - OF-288 Example with COP for a Regular Federal Employee

INCIDENT TIME REPORT														
2. Employee Common Identifier Smoley Bear			3. Type of Employment (X One) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Federal			4. Hiring Unit Name (e.g., Ranger District) Boise Ranger District			5. Name (First, Middle, Last) Smoley Bear					
6. Hiring Unit Phone Number (XXX) XXX-XXXX			7. Hiring Unit Fax Number (XXX) XXX-XXXX			8. Incident Name Warm Lake			9. Incident Order Number (e.g., D-BOF-000123) ID-BOF-005161					
10. Fire Code (e.g., B2C5) DVS9			11. Resource Request Number (e.g., O-33) C-2 10			12. Position Code (e.g., FFT2-T) FFT2			13. AD Class 14. AD Rate (e.g., B)					
15. HomeHiring Unit Accounting Code DVS9			16. Total Hours 21.25			17. Total Hours 48.00			18. Total Hours 69.25					
Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours
07	10	18:00	22:00	4.00	07	13	COP	0.00	0.00	07	14	08:00	13:00	4.00
07	11	07:00	21:00	14.00 H						07	14	14:00	16:00	2.00
07	12	07:00	10:15	3.25 H						07	14	16:00	18:00	2.00
07	12	GUARAN	TEE	0.00						07	15	07:00	21:00	14.00 H
										07	16	06:00	20:00	14.00 H
										07	17	07:00	13:00	6.00 H
										07	17	14:00	20:00	6.00 H
Year	20XX	16. Total Hours	21.25	Year	20XX	16. Total Hours	48.00	Year	20XX	16. Total Hours	69.25			
18. Commensality and Travel														
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)			18d. Reimbursement			18e. Deduction			18f. Freecode			
Total														
19. Remarks 7/12 Injured at 1015 Returned to duty at incident on 7/14														
20. Employee Signature <i>Smoley Bear</i>														
21. Time Officer Signature <i>Thom Officer</i>														
NOTE: The above items are correct and proper for payment from available appropriations.														
OPTIONAL FORM 288 (REV. 10/2015)														

Exhibit 21 – OF-288 Example with COP for Casual Employee

INCIDENT TIME REPORT														
2. Employee Common Identifier 899999999			3. Type of Employment (X One) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Federal <input type="checkbox"/> Other			1. Hired At (e.g., ID-BOF) ID-BOF			4. Hiring Unit Name (e.g., Ranger District) Cascade Ranger District			7. Hiring Unit Fax Number (XXX) XXX-XXXX		
5. Name (First, Middle, Last) Jose Valdez			6. Hiring Unit Phone Number (XXX) XXX-XXXX			Column A			Column B			Column C		
8. Incident Name Warm Lake			11. Resource Request Number E9HZ C-12.5			10. Fire Code (e.g., B2C5)			11. Resource Request Number (e.g., O-33)			12. Position Code (e.g., FFT2-T)		
9. Incident Order Number (e.g., ID-BOF-000123) ID-BOF-005161			10. Fire Code (e.g., B2C5)			11. Resource Request Number (e.g., O-33)			12. Position Code (e.g., FFT2-T)			13. AD Class (e.g., B)		
15. Homehiring Unit Accounting Code FFT2			15. Homehiring Unit Accounting Code AD-C			15. Homehiring Unit Accounting Code \$17.60			15. Homehiring Unit Accounting Code \$			15. Homehiring Unit Accounting Code \$		
18. Remarks Injured 8/4 at 0130			18a. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)			18b. Reimbursement			18c. Deduction			18d. Freecode		
19. Remarks			Total											
20. Employee Signature <i>Smalley Bear</i>			21. Time Officer Signature <i>Time Officer</i>			22. Total Hours			23. Total Hours			24. Total Hours		

For Payment Center use only														
17. Total Hours (all columns):			20XX			21XX			22XX			23XX		
61.50			24.00			24.00			24.00			5.50		
18. Commensary and Travel In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel 18a. Month 18b. Day 18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.) 18d. Reimbursement 18e. Deduction 18f. Freecode														
25. Employee Signature 26. Time Officer Signature														

OPTIONAL FORM 288 (REV. 10/2015)
 NSN 7540-01-124-7633
 Department of the Interior
 Department of Agriculture (U.S. Forest Service)

Exhibit 22 – Incident Injury Case File Envelope, OF-313

NAME OF CLAIMANT <i>Miller, Amy</i>	DATE OF INJURY OR ILLNESS <i>7/12/xxxx</i>	APMC []	DWCP [x]	FIRST AID ONLY []
INCIDENT/COMPLEX NAME <i>Warm Lake</i>	INCIDENT NUMBER <i>ID-BOD-005161</i>	UNIT LOG NUMBER M-		

CHECK LIST FOR CASE FILES

(Indicate Whether Completed)	YES (Date)	NO
*CA-1 – Report of Injury	<i>7/12/xx</i>	
*CA-2 – Report of Illness		
CA -16 Request for Examination and/or Treatment	<i>7/12/xx</i>	
FS-6100-16 – Agency Provided Medical Care Authorization and Medical Report		
CA – 17 – Duty Status Report		
HCFA – 1500 – Health Insurance Claim Form	<i>7/12/xx</i>	
Follow up Action Needed		

CLAIMANT ASSIGNED TO:

(Crew Name or OH Section)
BLM Boise District Office
(Agency)
3924 Development Ave
(Address)

CLAIMANT'S HOME UNIT:

Boise ID 83705
(City, State and Zip Code)
(208) 555-1212
(Telephone No. with Area Code)

SUPERVISOR ON INCIDENT:

Laine Schwarberg
BLM Boise District Office
(Agency)

SUPERVISOR'S HOME UNIT:

3924 Development Ave
(Address)

*NOTE: ORIGINAL form must go to employee's home (or hiring) unit.

Follow-up Needs/Comments: *Lost time injury; Stitzer need to be removed by personal physician.*

COMPENSATION FOR INJURY SPECIALIST/UNIT LEADER NAME <i>Sage & Bostey</i>	HOME UNIT TELEPHONE NUMBER (W/AREA CODE) (208) 555-1212	FINANCE/ADMIN SECTION CHIEF INITIALS <i>lg</i>
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INCIDENT INJURY CASE FILE ENVELOPE

Travel

OBJECTIVE

The purpose of this section is to provide guidance and regulations regarding travel requirements for incident response.

POLICY

Federal Travel Regulations (FTR) and/or agency specific travel regulations will be utilized for all travel policies and processes.

RESPONSIBILITIES

Home unit responsibilities:

- Provide authorization to travel in accordance with agency regulations and policy.

Regular government employees, casuals, and cooperators responsibilities:

- Obtain information regarding home unit travel policies, procedures and requirements before commencing travel.
- Follow established incident agency procedures.

Incident agency responsibilities:

- Provide agency requirements and guidelines regarding subsistence, lodging and transportation policies to the incident management team (IMT) and incident support units/personnel, e.g., buying team, expanded dispatch, administrative payment team (APT).

TRAVEL PROCEDURES

Incident Agency Requirements

All resources under the control of the incident or incident agency will follow incident agency requirements when staying at incident base or other location. Individuals are not automatically entitled to stay in a hotel/motel, eat meals at restaurants, or claim per diem. Individuals who deviate from incident agency requirements will not be reimbursed for unauthorized expenses. Most incidents utilize a base camp to provide for resource needs through the use of a caterer, local restaurants, other food providers and issuance of a sleeping bag.

If the incident agency is unable to provide meals and lodging through an incident base camp, the following will occur:

- Lodging – Incident resources may be housed in motels/hotels. Incident personnel must follow their home unit policy for the use of agency issued charge card to obtain lodging. Employing agency travel policies apply.

1 The incident agency should provide these facilities through a procurement
2 method for employees who do not possess an agency travel card.

3 If the incident agency provides meals and lodging to incident resources, they
4 may establish rates that differ from standard federal or state rates. For federal
5 employees, if the cost of federal-government paid lodging exceeds the
6 maximum per diem rate, the employee should follow agency policy to request
7 approval for “actual expenses”. Otherwise the meals and incidental expenses
8 (M&IE) payment will be reduced to the maximum per diem amount allowed
9 (lodging + M&IE). Current per diem rates can be found at <http://www.gsa.gov/>.

10 • Meals – The incident agency may provide meals through the use of
11 designated restaurants under a procurement method, at no cost to the
12 individual. If the meal selected by the individual exceeds the incident’s
13 established meal rate, the individual is responsible to pay the vendor
14 directly for the difference. When meals are furnished by the incident
15 agency, individuals may not seek per diem for meal reimbursement. Meals
16 may only be claimed if incident personnel are unable to consume the
17 furnished meal(s) because of medical requirements or religious beliefs
18 which must be justified and approved on a travel authorization and voucher.
19 When the incident agency does not provide meals, individuals should
20 follow their agency policy for the use of a government issued charge card to
21 obtain meals. Employing agency per diem rates must be followed.

22 • Cash Advances – Most federal agencies are unable to provide cash
23 advances in a timely manner for emergency incidents. Individuals should
24 be prepared to meet their personal needs with personal cash or credit cards
25 if they do not have a government issued travel card.

26 Federal government travel charge cards may provide for withdrawal of cash
27 from Automated Teller Machines (ATM) for official government travel-
28 related expenses. Reference agency policy for maximum ATM withdrawal
29 allowance.

30 • Rental Cars – Use of rental cars while assigned to an incident must be
31 authorized by the incident agency and documented on a resource order.

32 The incident agency should provide rental cars to authorized incident
33 personnel through an agency procurement method, e.g., Blanket Purchase
34 Agreement (BPA), purchase order, contract, or Emergency Equipment
35 Rental Agreement (EERA).

36 Individuals authorized to rent a car outside of incident agency procurement
37 methods should use government-contracted rental car agencies. Additional
38 insurance coverage is not necessary and is not a reimbursable expense
39 (reference agency travel regulations).

40 The U.S. Government Rental Car Agreement provides for damage and liability
41 coverage when the terms and conditions of the agreement are followed, e.g.,

1 operating the vehicle on paved, graded, state or professionally maintained roads.
2 If the incident assignment requires operation of the vehicle outside these
3 parameters, the rental vehicle should be obtained through other procurement
4 methods (Chapter 20). The agreement can be found at
5 <http://www.defensetravel.dod.mil/site/rental.cfm>.

6 • Privately-Owned Vehicle (POV) – Individuals may be requested to use their
7 POV for official business when such use is advantageous to the
8 government. The individual is reimbursed for use through a mileage rate.
9 The mileage rate reimburses the individual for fuel, wear and tear, and
10 insurance costs. Use of POV must be documented on a resource order.

11 If an employee chooses to utilize POV rather than government provided
12 transportation, prior approval must be obtained from the home unit
13 supervisor.

14 Damage to a POV is not covered under the *Military and Civilian Employees*
15 *Claims Act*. Individuals claim damage through their private insurer.

16 • Incidental Expenditure Rate – The incidental expenditure rate for all
17 emergency assignments, where meals and lodging are provided, is the
18 approved General Service Administration (GSA) rate (<http://www.gsa.gov>)
19 (reference agency specific directives or policy for exceptions).

20 • Transportation Arrangements – Individuals assigned to emergency incidents
21 will follow sending agency dispatch procedures for travel to the incident.
22 Incident agency dispatch procedures will be followed for return travel from
23 the incident. Dispatch offices will make travel arrangements and provide
24 airline tickets or travel information to individuals. Travel arrangements
25 made outside of incident agency dispatch procedures may not be
26 reimbursed without proper approvals and authorization. Commercial and/or
27 contract transportation methods may be used.

28 GSA FTR preclude federal agencies from procuring contract fare tickets,
29 rentals, lodging, or travel advances for contractors and their employees.
30 Government travel authorizations shall not be issued to contractors and their
31 employees. Federal agencies may reimburse contractors for travel costs per
32 contract provisions. The federal government may charter aircraft to provide
33 transportation and may provide subsistence to the contractor/contractor
34 employees while at the incident (e.g., meals, lodging), as long as these
35 acquisitions are completed through established procurement methods, e.g.,
36 purchase order, contract, BPA and not through GSA or Department of
37 Defense (DoD) contracts for passenger transportation, vehicle rentals, and
38 lodging facilities.

39 Individuals who wish to deviate from the established travel route (including
40 layovers and deviations from estimated return travel time) must coordinate
41 and obtain authorization from the incident agency and home unit prior to
42 commencing travel.

1 Casuals who are not reassigned and deviate from the normal travel route
2 home will only be reimbursed for the number of miles back to the point of
3 hire. Casuals are not entitled to transportation provided by the government
4 from the point the travel deviation occurs. The travel deviation must be
5 documented and attached to the casual's original OF-288 for use by the
6 payment unit. This documentation should be made a part of the incident
7 record.

8 Dispatch offices will provide transportation arrangements to the original
9 departure points. Individuals are responsible for changing arrangements
10 and paying any cost differences. If the method for transportation is a
11 government charter or other non-commercial transportation and the
12 individual wishes to deviate, the government will not pay for commercial
13 transportation.

14 Individuals returning from an incident after the close of business may be
15 furnished government transportation to their residence if there is no
16 alternative means of transportation.

17 Individuals released from an emergency incident, due to family emergency
18 may be provided transportation to other than the original departure point if
19 there is no additional cost to the government. Any additional costs will be
20 paid by the individual.

- 21 • GSA Travel Exceptions –In certain instances, GSA will invoke exceptions
22 to the FTR, for a period of time, to ensure travelers are able to conduct
23 official government travel in a safe manner. These exceptions could result
24 from international events, times of war, disease outbreaks, travel advisories,
25 and may include changes to mode of transportation or travel routes.
- 26 • Travel Vouchers – Emergency incident resources in travel status follow
27 home unit travel regulations to claim reimbursement of travel expenses.
28 Reimbursement of travel expenses to casuals is made in accordance with
29 hiring agency policies.

30 **Foreign Travel**

31 The following checklist can be used to prepare for an emergency incident
32 assignment to a foreign country.

- 33 • Travel Authorization – Contact the agency travel coordinator to ensure the
34 proper travel authorization and other required paperwork is established.
35 Obtain foreign travel per diem rates, insurance information, and other
36 pertinent agency policies and guidelines.
- 37 • Valid Passport – This should be an official government passport and not a
38 personal one. Federal agencies may implement stricter requirements for all
39 foreign travel regardless of foreign country regulations.
- 40 • Visa – Obtain a Visa if required, for entry into the foreign country.

- 1 • Immunization Record – Additional immunizations may be required.
- 2 • Government Travel Charge Card –Ensure monthly limits are adequate and
3 the account is available for use. Contact the bank’s customer service
4 number on the back of the charge card to check the status and credit limit.
5 Contact the home unit agency program coordinator prior to start of travel if
6 limit increases are needed.
- 7 • Cash or Traveler's Checks – Estimate needed amount based on projected
8 length of assignment.
- 9 • Country-Specific Entrance Laws/Regulations – Canada considers certain
10 violations as felonies and may require an individual to pay a fine in order to
11 enter the country, (e.g., arrested for driving under the influence). The
12 individual should notify the immediate supervisor and dispatch of potential
13 problems. Individuals are personally responsible for any fines; no
14 reimbursement is authorized.
- 15 • Country-Specific Information – Obtain information concerning the
16 country’s vegetation, insects, climate, housing,and diet. This information
17 can be provided by the requesting agency. Dispatch can provide a name,
18 telephone number, website address, or other information. Obtaining this
19 information prior to leaving will better prepare an individual for a foreign
20 assignment.
- 21 • Personal Items – At a minimum, the same personal items necessary for an
22 emergency incident assignment within the United States should be packed.
23 In addition, other items may be required depending upon the country and
24 other conditions. Include adequate quantities of prescription medications.
- 25 • Contact Names/Numbers – Update emergency telephone numbers and
26 contacts with immediate supervisor. Upon arrival, contact should be made
27 with home unit dispatch and immediate supervisor with the pertinent details
28 of location and contact telephone number.
- 29 • Rental Car Insurance – Individuals traveling outside the United States will
30 be reimbursed for the cost of rental car insurance. Such insurance is
31 necessary because of the rental and leasing agency requirements mandated
32 by foreign statutes and/or because legal procedures could cause legal
33 difficulty for an individual involved in an accident.
- 34 • Personal Travelers Insurance – Personal travelers insurance is not
35 reimbursable.

36 All employees engaged in work in a foreign country need to consult with their
37 agency personnel specialist for Fair Labor Standards Act (FLSA) exemption
38 criteria. FLSA does not apply to positions, permanent or temporary (including
39 details), outside of the United States. Title 5 Code of Federal Regulations 551.2
40 12(b) discusses the foreign exemption criteria.

Chapter 20 - Acquisition

OBJECTIVE

This chapter sets forth procedures governing emergency incident acquisition operations. Specific and complete guidelines for acquisition are available from the incident agency acquisition office.

AUTHORITY

Federal agency authority is derived from the Federal Property and Administrative Services Act of 1949, 41 U.S.C. 253, as amended. State authorities are derived under the specific statutes for each state.

DELEGATIONS OF PROCUREMENT AUTHORITY

Delegations of procurement authority for an incident shall be made in accordance with agency policy. Delegations of authority issued by federal agencies may be honored as authority to procure in interagency incident situations. It is incumbent on ordering officials to request and permit only those with the properly delegated procurement authority to be assigned as procurement officers. Warranted procurement officers shall provide a copy of their warrant and delegated procurement authority to the incident agency and must adhere to their own agency regulations.

POLICY

Generally, agencies shall promote competition to the maximum extent possible, requesting quotations/offers from as many potential sources as is practicable under the circumstances. Where appropriate, federal agencies shall use simplified acquisition procedures (41 U.S.C. 253(g)).

Federal Acquisition Regulation (FAR) Part 3.6 prohibits contracts with government employees, including casual hires as they are considered government employees. This precludes agencies, incident management teams or incident support units from entering into EERAs or other federal contracts with federal government employees. The agency head (Washington Office level), or a designee not below the level of the head of the contracting activity, may authorize an exception to the policy only if there is a most compelling reason to do so, such as when the government's needs cannot reasonably be otherwise met. (FAR 3.602) Written determination and findings of the exception must be documented.

RESPONSIBILITIES

Incident agency responsibilities:

- Establish and annually update a Service and Supply Plan.

- 1 • Provide incident agency specific acquisition guidelines to the incident
2 management team (IMT) and incident support units.
- 3 • Determine the need for additional acquisition personnel with applicable
4 procurement authority, e.g., buying team, contracting officer, purchasing
5 agent.

6 Procurement Unit Leader responsibilities:

- 7 • Administer all financial matters pertaining to vendor agreements.
- 8 • Implement incident agency policy and ensure compliance with policy and
9 procedures found in this handbook.
- 10 • Supervise the equipment time recorders and other procurement unit staff.
- 11 • Coordinate with the incident support units to ensure the needs of the
12 incident agency and IMT are met.

13 Buying Team responsibilities:

- 14 • Support incident procurement through coordination with the incident
15 agency administrative staff (reference Chapter 40 on Buying Team
16 Coordination).
- 17 • Coordinate with dispatch and IMT to establish procedures for filling and
18 documenting resource orders for services, supplies, and equipment from the
19 open market and established sources.
- 20 • Provide the incident agency with acquisition documentation established
21 during the incident assignment.
- 22 • Coordinate with the incident agency and IMT to ensure incident agency
23 procurement regulations and property accountability requirements are met.

24 **DEFINITIONS**

25 Definitions used throughout this handbook are located in the Glossary.

26 Contracting Officer's Technical Representative (COTR) or Contracting
27 Officer's Representative (COR) – An individual designated by the contracting
28 officer to provide technical support for the contract within specific authority and
29 limitations as specified in the delegation. The COTR/COR must be agency
30 certified.

31 Dry – The government furnishes all operating supplies after the equipment
32 arrives at the incident.

33 Emergency Equipment Rental Agreement (EERA) – An agreement written at an
34 incident using an OF-294. The duration is for the length of the incident only.

35 Incident Blanket Purchase Agreement (I-BPA) – A preseason agreement for
36 equipment, supplies, or services to be used on fire and all-hazards incidents,
37 issued on a *Solicitation/Contract/Order form*, SF-1449 commonly referred to as

1 an I-BPA form. I-BPAs are awarded on a competitive basis using commercial
2 item procedures.

3 Incident Contract Project Inspector (ICPI) – An individual responsible for
4 inspecting contracted resources to ensure compliance with the
5 contract/agreement requirements.

6 Wet – The contractor furnishes all equipment operating supplies.

7 Work Rate – A daily, hourly, or mileage rate shall apply when equipment is
8 under hire as ordered by the government and on shift, including relocation of
9 equipment under its own power.

- 10 • Daily Rate – is defined as paid on a calendar day basis (0001-2400).
11 • Single Shift - equipment is staffed with one operator or crew. A normal
12 shift could be up to 16 hours long and may cross calendar days.
13 • Double Shift - equipment is staffed with two operators or crews (one per
14 shift) and must be ordered and documented on a resource order (reference
15 OF-294 general clauses for payment information).

16 Regardless of hiring method, on-shift time for operated equipment will be
17 recorded with clock hours on the appropriate document, e.g., equipment hired
18 under a daily rate will be posted with start and stop times for daily work.

19 **INCIDENT REQUISITIONING PROCEDURES**

20 Request for goods and services must be supported by a resource order or
21 requisition in accordance with incident agency policy. Incident personnel
22 requisition supplies, equipment, and services on a *Resource Order* form (Exhibit
23 24). The *Resource Order* form is used in lieu of agency requisition forms.

24 **INCIDENT AGENCY SERVICE AND SUPPLY PLAN**

25 Incident agencies shall maintain a Service and Supply Plan that identifies local
26 resources. These plans should be established preseason. When appropriate,
27 agencies located in the same geographic area should coordinate and develop
28 interagency service and supply plans. Incident agencies provide this plan to
29 incident management teams and incident support units, e.g., buying team,
30 administrative payment team and expanded dispatch.

31 Include the following in the incident agency Service and Supply Plan:

- 32 • Land Use and Facility Rental Agreements.
33 • Blanket Purchase Agreements.
34 • Other agency contracts.
35 • Available local open-market sources. List sources for heavy-demand items,
36 such as bottled water, food items and food service (including menus), hand
37 tools, fuel, and vehicle and equipment rentals and repairs.

- 1 • Local interagency agreements and operating plans.
- 2 • Geographic area supplement for standard emergency equipment rental rates
- 3 covering different types of equipment and vehicles.
- 4 • Service Contract Act wage rates for the area.
- 5 • Geographic area supplemental food policy, which may restrict the national
- 6 policy.
- 7 • Local warehouse inventory of non-cache items, e.g., chairs, fax machines,
- 8 phones, coolers.
- 9 • Contact names and telephone numbers for incident agency acquisition staff,
- 10 geographic area cache and local warehouse/cache, etc.

11 **SOURCES OF SUPPLY**

12 The procurement officer shall evaluate the availability of goods and services,
13 price, and delivery costs, and select the source that best meets incident needs,
14 including but not limited to the following:

15 **National Cache System**

16 Common and special purpose incident items are stocked as part of the National
17 Cache System at Type 1 and Type 2 caches. Orders for items needed for the
18 incident and for immediate stock replenishment should be directed to the
19 appropriate cache using the resource order process.

20 **General Services Administration (GSA)**

21 Where required delivery can be met, GSA is the mandatory source of supply for
22 federal agencies, except for wildland firefighting equipment and supplies which
23 should be purchased from Defense Logistics Agency (DLA). Local
24 procurement of items stocked by GSA may be made only to satisfy immediate
25 incident needs.

26 GSA Federal Travel Regulations (FTR) preclude federal agencies from
27 procuring contract fare tickets, rentals, lodging, or travel advances for
28 contractors and their employees. Government travel authorizations shall not be
29 issued to contractors and their employees. Federal agencies may reimburse
30 contractors for travel costs per contract provisions. The federal government may
31 charter aircraft to provide transportation and may provide subsistence to the
32 contractor/contractor employees while at the incident, e.g., meals, lodging, as
33 long as these acquisitions are processed through “normal” procurement methods,
34 e.g., purchase order, contract, BPA, and not through established GSA or
35 Department of Defense contracts for passenger transportation, car rentals, and
36 lodging facilities.

37 **Defense Logistics Agency (DLA)**

38 For all wildland firefighting equipment and supplies, where delivery can be met,
39 DLA is the mandatory source of supply for federal agencies. Local procurement

1 of items stocked by DLA may be made only to satisfy immediate incident needs.
2 The DoD Email (DLA) site is located at <https://dod.emall.dla.mil/acct/>

3 **National Contracts**

4 The following national contracts are established for interagency use. These
5 sources are mandatory for federal wildland firefighting agencies and are
6 available for use by states and other federal agencies. Reference the National
7 Interagency Mobilization Guide for ordering procedures. Contracts are
8 available electronically at <http://www.fs.fed.us/fire/contracting>.

9 Airtanker services

- 10 • Type I and Type II helicopter services
- 11 • Aircraft services for transport and smokejumper transport
- 12 • Portable retardant base equipment rental
- 13 • Bulk retardant
- 14 • Type 2-IA National Crews
- 15 • Mobile Food and Shower Services. The administration of the *National*
16 *Mobile Food and National Mobile Shower Facilities* contracts is the joint
17 responsibility of the USDA-FS-NIFC Incident Support Branch and the
18 using agency. A list of designated COTRs and Project Inspectors for these
19 two National Contracts is available electronically
20 at <http://www.fs.fed.us/fire/contracting>. The incident agency or IMT should
21 order a designated Contracting Officer's Technical Representative when
22 additional contract administration assistance is needed beyond the IMT's
23 capabilities.
 - 24 ○ The *National Mobile Food Services Contract* is used any time mobile
25 food services are needed for federal wildland fire incidents in the
26 western United States. The federal wildland fire agencies are obligated
27 to order services from the national Mobile Food Service Units (MFSU)
28 contractors any time (1) the number of people to be fed is at or above
29 150 persons per meal and (2) the headcount is estimated to remain at
30 those numbers, or greater, for at least 72 hours from when the
31 headcount first reaches 150 per meal, provided the contractors can
32 reasonably meet the incident's time frames.
33 MFSU may also be ordered for other types of incidents at the
34 government's option. State and other federal cooperators may also
35 utilize this contract at their option.
 - 36 ○ The *National Mobile Shower Facilities Contract* is the mandatory
37 source for federal wildland firefighting incidents whenever there is a
38 need to order mobile shower facilities. These are requirement contracts
39 with no minimum order thresholds.

1 Reference <http://www.fs.fed.us/fire/contracting> for additional national contracts
2 that may be available for use.

3 **ACQUISITION METHODS**

4 Purchases shall be made by the most efficient method and in accordance with
5 incident agency procedures. On long duration incidents, procurement officials
6 should consider negotiating a new agreement for non-solicited equipment to
7 obtain reasonable rates. The incident/project order and request numbers must be
8 included on all acquisition documents (including convenience checks and
9 government charge card receipts). Emergency incident acquisition methods,
10 which are different from standard acquisition procedures, are described below.

11 **Government Charge Cards and Convenience Checks**

12 Government charge card holders and convenience check writers are responsible
13 for maintaining proper records of purchases and adhering to incident agency
14 policy. Micro-purchase thresholds still apply on emergency incidents. If a
15 purchase exceeds this threshold a government procurement instrument must be
16 used, e.g., purchase order, BPA. A warranted contracting officer may make
17 payment with a government charge card for purchases exceeding the micro-
18 purchase limit of regular government charge card holders. Personnel not
19 assigned to a buying team or other purchasing support position must obtain
20 authorization from the Finance/Administration Section Chief or Procurement
21 Unit Leader to use the government charge card and convenience checks on the
22 incident. Personnel assigned to an incident away from their official duty station
23 retain the original purchase documentation and provide a copy of the
24 documentation to the incident agency. Personnel supporting an incident at their
25 official duty station, but not officially assigned, provide copies of purchase
26 transactions for the official incident record per agency requirements.

27 **Land Use and Facility Rental Agreements**

28 Simplified acquisition procedures should be used to acquire the use of property
29 or facilities for emergency incidents. Emergency incident agreements do not
30 require special leasing authority. Procurement officials with warrant authority
31 may enter into these agreements. Agreements must be negotiated and signed.
32 No-cost land use agreements are not binding or valid. If an agreement is
33 established with consideration, e.g., grass seed, weed mitigation, fence repair,
34 the agreement is binding.

35 The rental requirements are usually short term, for an undefined period, and
36 open only during the length of the incident. However, facilities and land use
37 agreements can be negotiated preseason. Negotiations should be made
38 considering potential length of the incident and provide for varying rates based
39 on longer periods of time. When drafting land use or facility rental agreements,
40 include the following information (Appendix B – Tool Kit):

- 1 • Complete description of facilities/land, including specific location and
- 2 boundaries
- 3 • The intended use, including any owner restrictions
- 4 • The agreed-to rate and the specific utilities included or not included in this
- 5 rate
- 6 • Provisions for making alterations to facilities/land
- 7 • Restoration requirements
- 8 • Condition of facilities/land. The landowner/authorized individual and
- 9 government representative(s) jointly perform and document a pre- and post-
- 10 use physical inspection.
- 11 • Terms for loss, damage, or destruction of property
- 12 • Applicable contracting terms and conditions as required by the incident
- 13 agency. Federal and state terms and conditions may vary.

14 **Equipment Rental**

15 Preseason competed agreements shall be used for extended attack as the first
16 source for equipment rentals. To avoid duplication and ensure coordination
17 among agencies, where agency procedures permit, only one preseason
18 agreement should be initiated with each contractor for the same piece of
19 equipment.

20 If competed equipment is not available, it is appropriate to use an incident-only
21 EERA for the rental of equipment, property, and animals. Should the need arise
22 for incident-only agreements, the following process will apply.

23 **ORDERING EQUIPMENT**

24 Reference ordering under the EERA and I-BPA Administration section and the
25 *National Interagency Mobilization Guide* Chapter 40.

- 26 • I-BPA contracted equipment shall be ordered through dispatch centers
- 27 utilizing current Dispatch Priority Lists (DPLs) within their jurisdictional
- 28 area. I-BPA equipment request for out-of-area incidents should be placed
- 29 through normal dispatch channels. Existing agreements for equipment
- 30 ordered through the resource ordering system and arriving from outside of
- 31 the local area should be honored and should not be renegotiated. Generally,
- 32 contractors' cost of doing business is established at their home base and
- 33 does not change when they travel to incidents outside their geographic area.
- 34 • Fire chasing is equipment prepositioned by a contractor without a resource
- 35 order in an effort to secure work. Every effort shall be made to utilize local
- 36 area I-BPA equipment listed on a current DPL before prepositioned
- 37 contracted equipment. If it arrives at an incident it should only be used if
- 38 there is a bona fide need and time does not permit ordering through

1 established channels. In those circumstances, apply the following
2 guidelines:

- 3 ○ Prior to use, establish a resource order to document the need.
- 4 ○ Equipment with an existing agreement. Agencies are not obligated to
5 honor rental agreements for equipment not ordered through the
6 resource ordering system. If the terms, conditions, and rates are
7 considered to be reasonable, the existing agreement may be used. If the
8 rate is significantly higher than local agreements and/or geographic
9 area estimates, a new agreement shall be established for the incident
10 only.
- 11 ○ Equipment without an existing agreement. Refer the matter to a
12 warranted contracting officer, e.g., Procurement Unit Leader or buying
13 team contracting officer for establishment of an agreement using local
14 geographic area estimates.
- 15 ○ Any new agreement shall be valid for the duration of that specific
16 incident only. The contracting officer shall indicate the incident name
17 and number in the effective dates, e.g., “for the XXX incident only”.
- 18 ○ Point of hire shall be the incident. **Compensation for travel to and**
19 **from the incident will not be allowed.**
- 20 ● Demobilization. When demobilizing contract equipment, vendors awarded
21 an agreement as a result of competitive solicitations, shall be given priority
22 to remain on the incident over resources with incident only agreements,
23 unless the IC determines it is necessary to deviate based on a specific
24 incident need or objective. Reference the *National Interagency*
25 *Mobilization Guide* located at
26 <https://www.nifc.gov/nicc/mobguide/index.html>

27 **General Guidelines for Equipment Hire**

28 At the time of sign-up, the procurement officer is responsible to:

- 29 ● Discuss the terms and conditions of the agreement with the contractor.
30 Agreements should specify exactly what is included in the rental rate.
- 31 ● Discuss by signing the agreement, the contractor agrees to comply with all
32 the terms and conditions and failure to do so will result in release from the
33 incident and possible termination.
- 34 ● Emphasize federal, state, or local laws and regulations will apply regardless
35 of the nature of the emergency. These include but are not limited to:
 - 36 ○ State Workers’ Compensation Laws.
 - 37 ○ U.S. Department of Labor Service Contract Act.
 - 38 ○ Federal Motor Carrier Safety Regulations.
 - 39 ○ Fair Labor Standards Act (FLSA).
 - 40 ○ Occupational Safety and Health Administration (OSHA) Regulations

- 1 • Discuss current work/rest and length of assignment policies (reference
2 Chapter 10).
- 3 • For equipment hired with operator, discuss the contractor's workers'
4 compensation obligations and liability coverage (validate coverage with
5 contractor documentation). If the contractor is other than owner/operator,
6 e.g., intends to hire operators as employees, and cannot document workers'
7 compensation coverage the resource shall be declined and another supplier
8 utilized.
- 9 • Discuss incident behavior responsibilities with the contractor. The
10 contractor and their employees shall comply with all established incident
11 behavior responsibilities. This includes, but is not limited to, the following:
- 12 • It is extremely important that inappropriate behavior be recognized and
13 dealt with promptly. All forms of harassment, including sexual and racial
14 harassment, are inappropriate behavior. **Harassment in any form will not
15 be tolerated.**
- 16 Non-prescription illegal drugs (as recognized by Federal law) and alcohol
17 are not permitted at the incident. Possession or use of these substances will
18 result in the contractor being released from the incident. During off-
19 incident periods, personnel are responsible for proper conduct and
20 maintenance of fitness for duty. Drug or alcohol use resulting in being unfit
21 for duty will normally result in the contractor being released from the
22 incident.
- 23 Sexual harassment is defined as unwelcome sexual advances, requests for
24 sexual favors, and other verbal or physical conduct of a sexual nature.
25 These constitute sexual harassment when (1) submission to such conduct is
26 made either explicitly or implicitly a term or condition of an individual's
27 employment, (2) submission to or rejection of such conduct by an
28 individual is used as the basis for employment decisions affecting such
29 individual, or (3) such conduct has the purpose or effect of unreasonably
30 interfering with an individual's work performance or creating an
31 intimidating, hostile, or offensive working environment. (29 CFR 14
32 1604.11).
- 33 • Note on the face of the EERA whenever there are deviations or
34 supplementation to the EERA general clauses, including the applicable
35 terms and conditions and how to obtain copies of these requirements.

36 **HIRING METHODS**

37 Most equipment should be obtained through a pre-season competitive solicitation
38 process. Follow agency guidelines. Additionally, geographic areas should issue
39 a supplement to establish standard equipment rental rates, which reflect area
40 costs, economics, and market conditions for equipment that is not competitively
41 solicited or is hired at an incident. Reference Exhibit 23 for Equipment and
42 Method of Hire National Standards.

1 Incident-only EERAs

2 An agency warranted contracting officer may award EERAs at the incident
3 depending on need. EERAs negotiated at an incident will only be in effect until
4 the end of the incident. Incident-only EERAs may not be awarded unless
5 competitive agreements are exhausted or unavailable for the date and time
6 needed.

7 Incident contracting officers shall refer to geographic area estimates based on
8 where the incident is located to establish incident-only rates for EERAs.

9 The following sequence may be considered by the incident contracting officer
10 for incident negotiated sign-up of equipment/services or use their business and
11 contracting experience to negotiate a reasonable rate:

- 12 • It is recommended geographic areas utilize the standard 90% rate
13 established to negotiate an incident only rate. The 90% reports can be
14 found at <https://www.fs.fed.us/business/incident/vipreports.php>
- 15 • Call the geographic area contracting officer responsible for preseason
16 equipment/services for assistance for incident only negotiated rates.
- 17 • Determine if the vendor has standard commercial rates for the
18 equipment/services or if there are commercial rates established for similar
19 equipment in the area, e.g., backhoes, bobcats, etc. These rates will be a
20 starting point to establish fair and reasonable rates to be used for the
21 incident. Service Contract Act wage rates, longer hours and working
22 environment/conditions, especially if equipment comes with operator, can
23 be taken under consideration.
- 24 • Other factors to consider:
 - 25 • Direction on the use of hourly/daily rates for each type of equipment will be
26 determined by IIBMH, Chapter 20 and supplements.
 - 27 • Determine the labor cost (all-inclusive) when hiring with operator(s). Use
28 the current revision of Wage Determination, Emergency Incident/Fire
29 Safety Services, as a guide for operator hourly rates. Reference NWCG
30 Incident Business Committee website <https://www.nwcg.gov>.

31 UNIQUE ITEMS

32 Normal purchasing restrictions apply to emergency incident operations.
33 However, special circumstances exist which may necessitate the acquisition of
34 unique items, goods, or services. Incident agency procurement procedures will
35 be followed.

36 Printing and copying may be purchased commercially, without a waiver from
37 the Government Printing Office (GPO), if the materials are of an administrative
38 nature, for non-repetitive use, e.g., Incident Action Plan printing, and will only
39 be used internally within the incident. These services should be procured

1 through the most cost effective method and source. Colored copies and colored
2 paper are considered unnecessary expenses.

3 Purchase or rental of recreational/entertainment items are subject to agency
4 direction and appropriation authorities. Refer to incident agency appropriation
5 authorities/direction and incident agency operating guidelines for incident
6 business administration (reference United States Code, Title 16-Conservation,
7 Chapter 1, Subchapter I, National Park Service, Sec. 1a2, (b) Recreation; United
8 States Code, Title 16-Conservation, Chapter 3, Subchapter I, General
9 Provisions, Sec. 554d).

10 **Agency Provided Commissary Requisitions**

11 Time Unit Leader may resource order commissary items through the Logistics
12 Section. Resource orders for commissary items shall clearly state the items are
13 for commissary. Resource orders for commissary items specifically ordered for
14 an individual shall contain individual's name, incident base, and home unit, or
15 crew name.

16 **Agency Provided Commissary Acquisition**

17 The procurement official shall:

- 18 • Purchase commissary items separately from other items.
- 19 • Arrange with vendors for return of unused items.
- 20 • Ensure the purchase document is marked in accordance with 16 U.S.C. 557,
21 "Commissary purchase deductions have been (or will be) made from
22 salaries."
- 23 • Verify items received and complete *Commissary Accountability Record*,
24 OF-284, (Exhibit 14) or other appropriate documentation.
- 25 • Forward commissary items and the original plus one copy of the OF-284 to
26 the incident Time Unit.
- 27 • Maintain a file of OF-284s that have been accepted and signed by the Time
28 Unit Leader.

29 **Commissary Returns**

30 Commissary returns should be documented by the vendor's issuance of a credit
31 memorandum and documented in the incident records.

32 **Government Telephone Systems**

33 Incident personnel may be provided access to a government telephone system.

- 34 • Regular government employee's home unit regulations and incident agency
35 regulations are considered when determining whether government
36 telephone systems shall be made available to regular government employees
37 for calls of a personal nature during official travel.

1 The Incident Commander (IC) must assess the capability of telephone
2 facilities and determine if there is adequate capability to meet the incident
3 needs and provide service for regular government employee's personal use.
4 Routine, personal calls home may be authorized by agency regulation but
5 are considered a privilege, not a right, and are subordinate to incident
6 activities.

- 7 • Incident agency regulations govern installing additional telephones or
8 increasing levels of service on existing systems to accommodate authorized
9 personal calls. Federal Regulations regarding telephones are set forth in
10 Part 201-21.6 of the Federal Information Resources Management
11 Regulations, the Federal Travel Regulations, and specific agency
12 regulations. Adding phones or increasing the existing system capabilities to
13 allow for calls of a personal nature is prohibited.
- 14 • Government telephones may be made available to contractors for
15 conducting emergency incident business. All calls by contractors shall be at
16 the contractors' expense, either by credit card or collect.
- 17 • Cell phones and satellite phones may be obtained on a no-cost basis through
18 special programs from cell phone providers.

19 **Agency Provided Medical Care (APMC)**

20 Contract personnel may not utilize APMC services.

21 **Subsistence and Lodging Provisions**

22 Subsistence and lodging are normally provided to incident personnel.

- 23 • Food at Official Duty Station. This is considered a personal expense, and
24 the regulation prohibits receiving compensation in addition to the pay and
25 allowances fixed by law (5 U.S.C. 5536). Federal funds cannot be used to
26 pay subsistence or to provide food to regular government employees at their
27 official duty station or casuals working at their point of hire, except as
28 stated below. Similar state regulations may apply to state personnel.
- 29 • Conditions to Provide Food at Official Duty Station. Agencies may provide
30 meals to personnel at their official duty station at government expense
31 during emergency operations which pose a threat to life and property, if
32 **both** of the following conditions are met:
 - 33 ○ Emergency personnel are in the field engaged in emergency operations
34 (e.g., search and rescue, firefighting activities – fireline personnel), **and**
 - 35 ○ The operational period prevents personnel from taking meals at home
36 or in the normal office/work station environment.

37 If both conditions are not met, agencies may provide meals to personnel
38 engaged in support of emergencies, if personnel are unable to sufficiently
39 provide their own subsistence due to long shifts or lack of preparation time.
40 The cost of the meal(s) will be deducted from their payroll through agency
41 procedures.

- 1 • *Supplemental Food and Drinks.* Absent a more restrictive agency or
2 geographic area policy, the following supplemental foods may be provided:

3 Fruit OR dried fruit OR fruit juice and vegetables. Fruits and
4 vegetables should be in-season, available locally and reasonably priced
5 to avoid excessive costs and difficulty in procurement.

6 Liquid supplements in the form of sports drinks or mixes that provide
7 electrolytes and meet the carbohydrate solution mixes recommended in
8 Feeding the Wildland Firefighter. Sharkey, Brian, et al., Feeding the
9 Wildland Firefighter, Fire Tech Tips, July 2002 (available at
10 <https://www.fs.fed.us/t-d/pubs/>).

11 In addition to the fruit and liquid supplements, candy bars and energy
12 bars may be provided to supplement those included in sack lunches.
13 The objective is to provide for an average of 1000 kilocalories of solid
14 supplements per firefighter per day. For additional information
15 regarding firefighter nutrition refer to
16 [https://www.nwccg.gov/committees/risk-management-](https://www.nwccg.gov/committees/risk-management-committee/publications)
17 [committee/publications](https://www.nwccg.gov/committees/risk-management-committee/publications)

18 Any supplemental foods provided will require IC justification AND
19 concurrence from the Agency Administrator. The only acceptable
20 justification for providing supplemental foods is to meet the expanded
21 nutritional needs of firefighters performing prolonged or arduous work.
22 Supplemental foods are not authorized for mobilization centers, staging
23 areas or personnel not engaged in work on the incident. “Incident Base
24 and Camp meals” provide adequate dietary needs for most work
25 situations. Bottled water is not a supplemental food and may be
26 provided in accordance with incident agency policy.

27 No other supplemental food or drinks shall be authorized. Purchasing
28 jerky products, chips, gum, soda-pop, “designer drinks” and so-called
29 “energy” drinks (containing caffeine, guarana, ephedra, and other
30 stimulants), etc. are not allowed under this policy.

31 Special or cultural dietary needs should be met through the *National*
32 *Mobile Food Services Contract* or catered meals.

33 Crews or other resources may request replacement of pre-season purchased
34 supplemental foods consumed on an incident by requesting an S number
35 through the incident replacement process.

- 36 • Supplemental Vitamins and Minerals. Procuring and dispensing over-the-
37 counter vitamin and mineral supplements are not authorized.

38 **Military**

39 Chapter 50 and the Military Use Handbook set forth items which may have to be
40 supplied by the incident. There are no special procurement authorities, beyond
41 those already available, for incidents to acquire goods or services for the

1 military. Procurement officers should coordinate with the Incident Business
2 Advisor and Military Liaison to determine operating procedures.

3 Modular Airborne Fire Fighting System (MAFFS) units normally require
4 incident agency procurement support for meals, lodging and supplies. Close
5 coordination between the MAFFS unit and the incident agency is necessary to
6 ensure needs are met and procurements are proper. Reference annual MAFFS
7 Operating Plan, issued by NIFC, Forest Service Fire and Aviation Management
8 at <http://www.wildfirelessons.net> for detailed information.

9 **Water**

10 Potable or non-potable water may be acquired from local governments or private
11 sources. These acquisitions may require special permits or authorizations.
12 Local government representatives should be consulted for sources of supply and
13 disposal and guidance regarding water rights and cost information.

14 **Awards**

15 Emergency incident funds **shall not** be used to provide monetary or non-
16 monetary awards to personnel.

17 Emergency incident funds **shall not** be used to show appreciation for local
18 community support, e.g., certificates, billboards or other forms of advertisement,
19 refreshments.

20 **EERA AND I-BPA ADMINISTRATION**

21 Incident agencies shall establish procedures for administering the EERA and I-
22 BPA including ordering, inspecting, record-keeping, releasing and paying.
23 Changes or modifications to the EERA or I-BPA terms and conditions may only
24 be made by the original signing procurement officer. If the original signing
25 procurement officer is not available and adjustments are deemed appropriate, a
26 new EERA will be established at the incident and only applies for the duration
27 of the incident. Incident name, location, and dates will be included on the new
28 EERA.

29 All contract claim settlements must be adjudicated by a warranted contracting
30 officer with the appropriate authority.

31 **Ordering**

32 At the time equipment is ordered the following will occur:

- 33 • Specify conditions of hire, e.g., number of operators, contractor or
34 government-provided operator and/or supplies, equipment ordered.
- 35 • Inform contractor where and when to report, and location of inspection site.
- 36 • Negotiate point of hire and time of hire. The time under hire shall start at
37 the time the resource begins traveling to the incident after being ordered by

1 the government, and end at the estimated time of arrival back to the point of
2 hire after being released. Reference the clauses in the agreement.

- 3 • Issue incident order number and request number to contractor and inform
4 them to provide the Finance/Administration Section with a copy of the
5 EERA or I-BPA and any certification or documentation required by the
6 agreement.
- 7 • Coordinate hiring of casuals with hiring official for government-provided
8 operator.
- 9 • Ensure delivery of *Emergency Equipment Rental-Use Envelope*, OF-305,
10 and related documents to the Finance/Administration Section.

11 **Inspections**

12 At the time of hire, contracted equipment must be inspected using the
13 *Vehicle/Heavy Equipment Pre-Use Inspection Checklist*, OF-296, (Exhibit 27).
14 Contract compliance inspections may be performed at the discretion of the
15 Government using Contract Compliance Inspection Checklists or other
16 appropriate forms. The person authorized to place the order with the vendor
17 must coordinate with the agency-identified inspector to complete the pre-use
18 inspection. The incident management team is responsible to ensure adequate
19 inspections are completed for all contracted equipment arriving at the incident.

20 Equipment signed up under an I-BPA or EERA and inspected at the time the I-
21 BPA or EERA is established, must be re-inspected at time of incident use.

22 If contracted equipment is inspected and accepted upon order, it does not require
23 re-inspection at the incident. If inspection of the equipment cannot occur at time
24 of order, inspection shall take place upon arrival at the incident or designated
25 location. If the resource has not been previously inspected and accepted prior to
26 arrival at the incident and does not pass inspection, no payment will be made for
27 travel to the incident or point of inspection or return to the point of hire.

28 Contractors may be given the opportunity to become compliant.

29 The Government reserves the right to conduct inspections at any time.

30 **Documentation**

31 The Finance/Administration Section will ensure the equipment time is properly
32 recorded in accordance with the terms and conditions of the EERA or I-BPA
33 and document significant events during the period of rental. The following
34 forms will be utilized to document equipment use:

- 35 • *Incident Blanket Purchase Agreement (I-BPA)*, SF-1449. Documents the
36 terms and conditions of the preseason rental of the contractor's equipment.
- 37 • *Emergency Equipment Rental Agreement (EERA)*, OF-294. Documents the
38 agreement with the contractor and sets forth the terms and conditions of
39 rental. Procurement officers, with delegated authority, are authorized to

- 1 enter into agreements with contractors for the rental of equipment (Exhibit
2 26).
- 3 • *Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296.*
4 Documents the overall mechanical condition of the equipment and ensures
5 the equipment is suitable for incident use. This form is completed and
6 signed by a qualified agency representative and the contractor (Exhibit 27).
 - 7 • *Contract Compliance Inspection Checklist.* Documents the contracted
8 equipment meets the specifications of the agreement. This form is
9 completed and signed by a qualified agency representative and the
10 contractor.
 - 11 • *Emergency Equipment Shift Ticket, OF-297.* Documents daily equipment
12 use and will be used to post equipment time to the Emergency Equipment
13 Use Invoice. Special circumstances should be documented, e.g. transport
14 retention, dual operators, etc. This document, which includes time of actual
15 work, ordered standby, compensable travel or breakdown periods, is
16 completed by the incident representative responsible for managing the
17 equipment, signed by both the contractor and incident representative, and
18 forwarded to the Finance/Administration Section. The Equipment Time
19 Recorder posts this information to the invoice and initials the shift ticket to
20 ensure the posting has been accomplished. (Exhibit 28).
 - 21 • *Emergency Equipment Use Invoice, OF-286.* Documents the daily use from
22 shift tickets, shows additions or deductions, and calculates the payment due.
23 This form is completed and signed by the appropriate incident official and
24 the contractor. The Finance/Administration Section Chief, Procurement
25 Unit Leader, or other designated official is responsible for ensuring the OF-
26 286 is posted accurately from the *Emergency Equipment Shift Ticket*, and
27 the correct rates of pay from the EERA (OF-294) or I-BPA (SF-1449), have
28 been calculated and entered correctly (Exhibit 29). In lieu of the OF-286,
29 an original commercial vendor invoice with authorizing government official
30 signature may be used. Signatures shall be legible.
 - 31 • *Emergency Equipment Fuel and Oil Issue, OF-304.* This may be utilized in
32 the event that a fuel vendor cannot accept credit cards, logistical support or
33 when an agency fuel truck is available. Documents quantities of fuel, oil, or
34 other operating supplies provided by the incident. The Ground Support
35 Unit Leader coordinates with the finance section to establish procedures for
36 tracking fuel, oil, and other operating supplies/services. The OF-304 is
37 completed by the issuing agent and signed by both the issuing agent and
38 receiving agent. In lieu of the OF-304, a log with authorizing government
39 official signature may be used for documentation. Signatures shall be
40 legible. The deductions are posted on the Emergency Equipment Use
41 Invoice, OF-286, (Exhibit 30).
 - 42 • Other Supporting Documents. Other documents relating to the rental of
43 equipment include:

- 1 ○ Resource Order form
- 2 ○ *Commissary Issue Record*, OF-287
- 3 ○ Agency-provided repairs, parts and supply invoices
- 4 ○ Contract claim documentation
- 5 ○ *Incident Time Report*, OF-288
- 6 ○ Performance evaluations
- 7 • *Emergency Equipment Rental-Use Envelope*, OF-305. This envelope
- 8 consolidates all above forms and any other documents relating to the EERA
- 9 or I-BPA.
- 10 It includes a checklist that indicates items contained in the envelope,
- 11 agreement information, and whether any administrative follow-up is
- 12 required (Exhibit 31).
- 13 The envelope is prepared at the time of hire by the hiring official and will
- 14 contain a copy of the EERA, I-BPA, or contract, pre-use inspection,
- 15 *Emergency Equipment Shift Ticket* book with the time of hire, mileage or
- 16 other necessary information recorded.
- 17 • This envelope is transmitted to the incident with the contractor or by some
- 18 other method. Other documentation is included in the envelope by the
- 19 Procurement Unit as it is completed.

20 **Forms Distribution**

21 If other than standard official forms are utilized, e.g., e-ISuite, commercial logs

22 or invoices, ensure adequate copies are provided and original legible signatures

23 are in other than black ink

24 The *Emergency Equipment Rental Agreement*, OF-294, and *Emergency*

25 *Equipment Use Invoice*, OF-286, may be computer generated. These forms

26 should always be distributed as follows:

- 27 • Contractor.
- 28 • Ordering office (incident agency).
- 29 • Payment office (original invoice, signed in other than black ink).
- 30 • Incident Finance Package, (Exhibit 43).

31 The *Emergency Equipment Shift Ticket*, OF-297 is color coded for ease of

32 distribution and are to be distributed as follows:

- 33 • Pink to payment office (original legible signature).
- 34 • Blue to incident finance package.
- 35 • Goldenrod to Contractor.
- 36 • White remains in the book.

1 The *Emergency Equipment Fuel and Oil Issue*, OF-304, is color coded for ease
2 of distribution and are to be distributed as follows:

- 3 • Pink to payment office (original legible signature).
- 4 • Second Pink is used for documenting the deduction on the receiving
5 resource's invoice for fuel, oil, or supplies.
- 6 • Blue to incident finance package.
- 7 • Goldenrod to Contractor.
- 8 • Green is issued to individual receiving the products.
- 9 • White remains in the book.

10 **Equipment Release**

11 Although the Government reserves the right to inspect at any time, in general the
12 Government does not perform release inspections on contract equipment.

13 When contract equipment is released, finance section personnel will ensure:

- 14 • Documentation of no damage or claims. Use the *Vehicle/Heavy Equipment*
15 *Pre-Use Inspection Checklist*, OF-296 or other appropriate form to
16 document no damage or claim and ensure signature of contractor/operator
17 and government official.

18 If the contractor/operator refuses to sign or otherwise claims damage:

- 19 ○ Coordinate with the Procurement Unit Leader or Finance Section
20 Chief.
- 21 ○ Perform an inspection to the extent necessary to document the
22 condition of the vehicle and the alleged damage.
- 23 • All time, additions, and deductions are posted and computations are correct.
- 24 • A Demobilization Checkout, ICS-221, has been signed.
- 25 • Release travel time is posted to the invoice.
- 26 • The release date and time documented on the invoice should include travel
27 time to the point of hire.
- 28 • If released to a new incident, the resource is paid by the receiving incident
29 for costs associated with the new incident, e.g., travel. Receiving incident
30 should ensure the resource is not compensated more than once for the travel
31 day. Document reassignment in the Remarks block of the invoice and
32 provide the contractor an additional copy of the invoice to give to the
33 receiving incident finance section.
- 34 • Proper legible signatures are obtained in other than black ink. The
35 contractor or contractor's representative indicates whether there are any
36 claims.
- 37 • Performance evaluations have been completed by the first line supervisor
38 and given to the Finance Section Chief. The FSC ensures the original

1 evaluation form is forwarded to the awarding contracting officer. Provide a
2 copy to the contractor and retain a copy for the incident documentation
3 package.

- 4 • All payment documentation is placed in the Emergency Equipment Rental-
5 Use Envelope, OF-305, and the face of the envelope completed. The
6 document content of the payment package is determined by the incident
7 agency, and is transmitted to the incident agency or appropriate payment
8 office.

9 When agency equipment is released, the ICS-212, Incident Demobilization
10 Vehicle Safety Inspection may be used (Exhibit 33) .

11 **Contract Claims**

12 Contract claims may be settled by the original contracting officer, or a
13 designated successor contracting officer, acting within their delegated warrant
14 authority and limits set by the incident agency. At the time of establishment, the
15 contracting officer may add comments in the special provisions section of the
16 EERA, allowing for claims settlement, e.g., “Any federally warranted
17 contracting officer may settle claims against this EERA”. Claims settlement
18 authority is located at C.5 in the contract clauses of the I-BPAs. Each settlement
19 shall include a contracting officer's determination and findings. (Appendix B –
20 Tool Kit.) Each claim settled shall be fully documented, attached to the
21 Emergency Equipment Use Invoice, OF-286, and forwarded to the payment
22 office. In the event a settlement cannot be reached and a dispute arises, the
23 written final decision shall be made by the contracting officer initiating the
24 EERA or I-BPA or an agency-designated successor contracting officer.

25 Payment for equipment use shall not be delayed beyond a reasonable period to
26 obtain documentation needed to support a contractor's claim.

27 The following are general guidelines for dealing with a claim or potential claim:

- 28 • Incident personnel shall not advise, comment, or solicit a contractor's claim.
- 29 • While there is no specific form on which to file a claim, the claim must be
30 in writing and include the following:
 - 31 ○ Claimants complete name, mailing address, and phone number.
 - 32 ○ Legible signature of the equipment owner or legal representative.
 - 33 ○ Claimant's statement of facts concerning the damage.
 - 34 ○ Claimant's itemized listing of the amount claimed, including estimated
35 values of equipment before damage.
 - 36 ○ Witness statements if available.
- 37 • Incident personnel managing the equipment are responsible for
38 documenting the damage and initiating the investigation. The extent of the
39 investigation should be appropriate to the complexity and/or amount
40 claimed. The investigator shall avoid conclusions and opinions and shall

1 only present observations and facts. The investigation report should include
2 the following items:

- 3 ○ Description of the damage and circumstances leading to the damage;
4 including location of the area, sequence of events, weather, and road
5 conditions.
- 6 ○ Law enforcement investigation report if applicable.
- 7 ○ List of witnesses and statements.
- 8 ○ Sketches, maps, diagrams, or photographs of the scene or equipment.
- 9 ● Incident personnel having knowledge of potential claims should provide
10 information to the Procurement Unit Leader or contracting officer.
- 11 ● Incident personnel sign and record the date the claim was received. This is
12 the only information entered. Incident personnel may not complete any
13 information for the claimant.
- 14 ● Claims may be submitted to the Procurement Unit Leader, incident agency,
15 or contracting officer. The claim does not have to be completed at the
16 incident. Contractors intending to file a claim should so note in block 22 of
17 the Emergency Equipment Use Invoice, OF-286, to protect the right to file.

18 **PAYMENTS**

19 Prior to implementing any incident payments (including purchases made by
20 government charge cards or convenience checks) coordination with the incident
21 agency is required.

22 The incident agency may review payment packages prior to submission to the
23 designated payment office. Federal payments must be made by electronic funds
24 transfer (EFT), unless a waiver has been approved.

25 Incident agencies may establish specific payment timeframes for vendors, (e.g.,
26 weekly during an incident, upon demobilization of outgoing IMT). Partial
27 payments should be considered, taking into account the following:

- 28 ● Length of incident (14 days or longer).
- 29 ● Duration of resources away from home unit.
- 30 ● Local vendor ability to restock.

31 **Emergency Equipment Rental Agreement and Incident Blanket Purchase** 32 **Agreement**

33 Unless otherwise specified in the EERA or I-BPA, the jurisdictional or
34 protection agency is responsible for payment. The following documents, when
35 applicable, should be submitted for payment of EERAs and I-BPAs:

- 36 ● Documented proof the equipment was ordered in accordance with agency
37 procedures. If the order originates through an automated resource ordering
38 system, the resource order number is required. A detailed report from the

- 1 automated system may be requested at a later date for audit purposes
2 (Exhibit 25). If the order does not originate through an automated system,
3 then a copy of the *Resource Order* is necessary.
- 4 • Copy of the Emergency Equipment Rental Agreement, OF-294 or *Incident*
5 *Blanket Purchase Agreement*, SF-1449.
 - 6 • Original *Emergency Equipment Shift Tickets*, OF-297, vendor provided
7 daily work sheet, or other document provided by incident.
 - 8 • Original *Emergency Equipment Use Invoice*, OF-286, or original
9 commercial vendor invoice (indicate incident name, number, resource order
10 number, agreement number, and government representative signature).
 - 11 • *Emergency Equipment Fuel and Oil Issue*, OF-304, (if deductions are
12 made) or a log with approving official legible signature included.
 - 13 • Copy of pre-use *Vehicle/Heavy Equipment Pre-Use Inspection Checklist*,
14 OF-296 or other appropriate form.
 - 15 • Repair orders, commissary issues, findings and determinations for claims,
16 and any other documents supporting additions or deductions to the payment.

17 **National Contracts**

18 National contracts such as mobile food and showers are issued through the
19 Forest Service at NIFC and payments are made by the Forest Service Incident
20 Finance Branch at the Albuquerque Service Center, regardless of incident
21 agency. Payment procedures are set forth in the contracts which can be found at
22 <https://www.fs.fed.us/fire/contracting/>

23 Reimbursement and payment procedures may be different for all-hazard
24 incidents depending on the jurisdictional agency for the incident. For additional
25 guidance contact the incident agency business lead.

26 **EXHIBITS**

27 [Exhibit 23 – Equipment and Method of Hire National Standards](#)

28 [Exhibit 24a – Resource Order](#)

29 [Exhibit 24b - Resource Order, ICS-259-9](#)

30 [Exhibit 25 - Sample Report from Automated Dispatch System](#)

31 [Exhibit 26 – Emergency Equipment Rental Agreement, OF-294](#)

32 [Exhibit 27 – Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296](#)

33 [Exhibit 28 – Emergency Equipment Shift Ticket, OF-297](#)

34 [Exhibit 29 – Emergency Equipment Use Invoice, OF-286](#)

35 [Exhibit 30 – Emergency Equipment Fuel and Oil Issue, OF-304](#)

36 [Exhibit 31 – Emergency Equipment Rental Use Envelope, OF-305](#)

- 1 [Exhibit 32 – Solicitation/Contract/Order for Commercial Items, SF-1449](#)
- 2 [Exhibit 33 – Incident Demobilization Vehicle Safety Inspection, ICS-212](#)
- 3 [Exhibit 34 – Commercial Rental/Service Envelope](#)
- 4 [Exhibit 35 – Emergency Facilities and Land Use Agreement](#)

Exhibit 23 - Equipment and Method of Hire National Standards

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive BPA
<p>EERAs and competitive HBPAAs shall use the method of hire (MOH) identified in this list. This list is not meant to be all-inclusive in equipment specifications and typing. Equipment must conform to the specifications developed by the equipment committee and adhere to any applicable agency policies including safety. Operator qualifications can be found in the 310-1 Wildland Fire Qualification System Guide on the National Wildfire Coordinating Group website at: http://www.nwcg.gov/instdocs/FWMS310-1.pdf. In circumstances where HBPAAs have been exhausted and an incident-only EERA is necessary, the MOH identified below is the preferred MOH. Commercial practices should be used if they are deemed more appropriate except for equipment required to be solicited competitively. Each Geographic Area shall use these methods of hire when developing standard rates for non-completed equipment published in Chapter 20 supplements to the Interagency Incident Business Management Handbook. National solicitation templates can be found at http://www.fs.fed.us/business/incident/solicitations.php</p>	<p>Emergency response vehicle with medical services team, equipment and supplies for patient transport and emergency medical care out of hospital</p>	<p>Type 1 - Advanced Life Support; Minimum 2 staff (paramedic and EMT); Transport 2 litter patients; Training and equipment meets or exceeds standards as addressed by EPA, OSHA and NIFPA 471.472.473 and 29 CFR 1910, 120 E.T.A. 3-11 to work in HazMat Level B and specific threat conditions; All immunized in accordance with CDC core adult immunizations and specific threat as appropriate</p> <p>Type 2 - Advanced Life Support; Minimum 2 staff (paramedic and EMT); Transport 2 litter patients, non-hazMat response</p> <p>Type 3 - Basic Life Support; Minimum 2 staff (EMT and first responder); Transport 2 litter patients; Training and equipment meets or exceeds standards as addressed by EPA, OSHA, and NIFPA 471.472.473 and 29 CFR 1910, 120 E.T.A. 3-11 to work in HazMat Level B and specific threat conditions; All immunized in accordance with CDC core adult immunizations and specific threat as appropriate</p> <p>Type 4 - Basic Life Support operations; Minimum 2 personnel (EMT and first responder); Transport 2 litter patients</p> <p>Cost of transport should be included in daily rate. Incident will restock consumables</p>	<p>Daily wet With 2 Operators (per single shift)</p>	<p>S/D</p>	<p>N</p>	

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive I-BFA
Backhoe	Rubber-tired tractor with bucket		Daily Wet With operator	S	N	
Chainsaw Repair Service	On-site chainsaw repair	Specify provisions for reimbursement of parts	Daily Wet With operator	S	N	
Chipper	Wood chipper	Type 1 – 18 inch minimum diameter capacity Type 2 – 13.17 inch diameter capacity Type 3 – 9-12 inch maximum diameter capacity All types must be equipped with an in-feed mechanism that operates in forward, reverse and stop modes. Specify: self-propelled or tow-behind. Optional: Boom feed if required	Daily Wet With 2 operators Rate includes service and/or tow vehicle	S/D	N	2015, 2018
Computer	Computer, associated equipment and networking	Categories: Laptop Network Equipment Other Computer Peripherals Printer Specify software requirements and compatibility	Weekly / Monthly	No	Y	
Copier	Paper copier, black and white or color.	May need: Collator/Sorter, Stapler	Weekly / Monthly Plus rate per copy	No	Y	
Crash Rescue (Aircraft)	Aircraft Rescue and Firefighting (ARFF) Apparatus	Refer to national solicitation template	Daily Wet With 3 operators	S/D	N	

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EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive I-BPA
Dozer	Crawler Tractor with dozer blade	Type 1 – Min. 200 HP and greater Type 2 – Min. 100 HP – 199 HP Type 3 – Min. 50 HP – 99 HP Reference national solicitation template for minimum specifications.	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator Rate includes service vehicle	S/D	N	2014, 2017
Engine		Type 3 - 150 GPM at 250 PSI, 500 + Gal Type 4 - 50 GPM at 100 PSI, 750 + Gal Type 5 - 50 GPM at 100 PSI, 400 + Gal Type 6 - 50 GPM at 100 PSI, 150 + Gal Type 7 - 10 GPM at 100 PSI, 50 + Gal Reference national solicitation template for minimum specifications (Types 3 - 6). All MWCG standards must be met.	Daily Wet With operator MWCG standard is T3 = 3 operators T4 - 7 = + 2 operators Additional operators may be ordered	S/D	N	2016, 2019
Excavator	Crawler mounted hydraulic excavators	Type 1 - 155 + HP Type 2 - 111-155 HP Type 3 - 81-110 HP Type 4 - 60-80 HP Reference national solicitation template for minimum specifications. Mandatory hydraulic thumb or clamshell.	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator Rate includes service vehicle	S/D	N	2014, 2017
Faller Module	2 Faller Units (2 qualified fallers, saws, and transportation)	Min 67 cc saw w/ 30 in. bar, spark arrester, and chainbrake required per faller Refer to National solicitation template for faller qualifications.	Daily Wet Rate includes vehicle	S	N	2014, 2017

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive I-BPA
Faller, Single	1 Faller Unit (qualified faller, saw, transportation)	Min 67 cc saw w/ 30 in. bar, spark arrester, and chain brake required per Faller Refer to National solicitation template for faller qualifications.	Daily Wet Rate includes vehicle	S	N	2014, 2017
Feller Buncher	Machine to fall and cut trees	Type 1 - 226 HP and greater Type 2 - 160 HP to 225 HP Specify Tracked or Rubber-Tired (wheels) Reference national solicitation template for minimum specifications.	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator	S/D	N	2015, 2018
Food Service, Mobile	For catered meals (mobile) under the minimum order on NJFC national contracts. These are other than the national contracts.	a.k.a. Mobile Field Kitchen	Per meal (breakfast, lunch, dinner) Plus mileage Plus relocation fee (only if applicable)	No	Y	
Forklift		Regular or All Terrain	Daily / Weekly Without Operator	No	Y	
Forwarder	Like a truck. Off-road rubber tired, articulated machine with log bunks used to move logs	Type 1 - Minimum 14 ton Type 2 - Minimum 8 ton	Daily, Plus Delivery/Pick-up fee Wet With Operator	S	N	
Generator	Portable electricity generator	Specify minimum KW	Daily / Weekly / Monthly Dry Without Operator	No	Y	
Handwashing Station, Portable	Plastic sink units with foot pump	Single or multiple sink units	Daily Plus service charge and mileage	No	Y	2015, 2018

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive I-BFA
Handwashing Station, Trailer Mounted	Self contained trailers with hot and cold water, soap and supplies	Minimum 6 sinks. Reference National solicitation template for minimum specifications.	Daily with operator Rate includes servicing	No	Y	2015, 2018
Laundry, Mobile	Complete laundry unit	Type 1 – Minimum production capability 2500 lbs per day Type 2 – Minimum production capability 1500 lbs per day Refer to national solicitation template for additional specifications	Daily Plus mileage for Mobil/Demob Plus rate per pound Wet	N/A	N/A	2015, 2018
Masticator a.k.a. Mulcher or slash buster	Machine for grinding vegetation	Tracked or Rubber tired mounted typing based on dozer HP Boom mounted typing based on excavator HP Reference National Solicitation	Daily, Plus mileage rate for Mobil and Demob (Transport) Wet With operator	S/D	N	2015, 2018
Emergency Medical Technician/Paramedic	Line-qualified with medical kit and transportation	EERA should specify who will pay for restocking consumables used.	Daily plus mileage - (if vehicle is vendor provided) with operator	S	N	
Office, Modular	Vacant job shack type trailer with HVAC and steps	These are also available through GSA Schedules	Monthly Without operator	No	Y	
Pumper Cat	A crawler tractor with dozer blade, tank and pump	Type 1 - Minimum 200-HP, 5000-gal Type 2 - Minimum 100-199 HP, 325-499 gal Type 3 - Minimum 60-99 HP, 200-324 gal All Types: Pump rating – 30 gpm @ 70 psi Reference National Solicitation	Daily Plus mileage rate for Mobil/Demob (Transport) Wet With operator	S/D	N	2016, 2018

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive L-BPA
Road Grader	Used for road maintenance or rehabilitation	Type 1 165+ HP Type 2 120 - 164 HP 12 foot mold board minimum Reference National Solicitation for minimum specifications	Daily Wet With operator Plus mileage rate for Mob/Demob (Transport)	S/D	N	2015, 2018
Skidder	Used for moving logs	Type 1 - 175+ HP Type 2 - 100-175 HP Type 3 - 60-99 HP Can be ordered with different grapple configurations or with winch line Reference national solicitation template for minimum specifications.	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator	S/D	N	2015, 2018
Skidgine	A, rubber tired skidder with a tank and pump	Type 1 - 175+ HP, 50 gpm @ 100 psi, 1200 + gal Type 2 - 75-175 HP, 50 gpm @ 100 psi, 800-1189 gal Type 3 - 100 + HP, 30 gpm @ 70psi, 400-799 gal Type 4 - 60-99 HP, 30gpm @ 70psi, 200-399 gal Reference national solicitation template for minimum specifications.	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator	S/D	N	2016, 2019
Sleeper Unit, Mobile	Mobile unit to provide sleeping accommodations	Move in/Move out cost included in daily rate.	Daily Wet With operator(s)	No	Y	
Softtrack	A carrier equipped with tracks that conform to varying ground conditions and is equipped with a tank and pump	Type 1 (600+ Gal, min 170 HP) Pump Capacity: 30 gpm @ 70 psi 12 mph minimum speed on level ground Reference national solicitation template for minimum specifications	Daily Plus mileage rate for Mob/Demob Wet With operator	S/D	N	2016, 2019
Tank, Portable (Water Storage)	Self-standing storage tank, PUP, dip tank, etc.		Daily / Weekly / Monthly	No	Y	

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive I-BPA
Tender, Fuel	Fuel truck used as a fuel station at incidents	<p>Categories:</p> <p>Gas - Unleaded/Diesel/Lubricant Vendor's fuel price should reflect all applicable taxes and rounded to the nearest whole cent. Vendor must accept credit cards at the incident.</p> <p>Type 1 3500+ gallons Type 2 2501 - 3500 gallons Type 3 500 - 2500 gallons Reference national solicitation template for minimum specifications.</p>	Daily Wet With operator	S/D	N	2014, 2017
Truck, Potable Water	Provides drinking water	<p>Type 1 - 4000 + gal Type 2 - 2500-3999 gal Type 3 - 1000-2499 gal Type 4 - 400-999 gal Must meet state and local certification requirements Government may provide potable water or reimburse fees. Reference national solicitation for minimum specifications</p>	Daily Wet With operator	S/D	N	2015, 2016
Tender, Water Support	Used in a support role as a fire engine refill unit or for dust abatement	<p>Type 1 (4000 + gal / 300gpm @ 50 psi) Type 2 (2500-3999 gal / 200gpm @ 50 psi) Type 3 (1000-2499 gal / 200gpm @ 50 psi) with spray bars All MIVCG standards must be met. Reference national solicitation for minimum specifications</p>	Daily Wet With operator	S/D	N	2016, 2019
Tender, Water Tactical	Used for direct fire suppression missions	<p>Type 1 (2000+ gal / 250 gpm @ 150 psi) Type 2 (1000-1999 gal / 250 gpm @ 150 Operator must meet fireline qualifications Reference national solicitation for minimum specifications</p>	Daily Wet With 2 operators	S/D	N	2016, 2019

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive I-BPA
Tent / Canopy	Type 1 & 2 are canopy type tents Type 3 & 4 are similar to junks available in the cache.	Type 1 – 40'x40', 40'x60' or 40'x80' Type 2 – 20'x40' or 20'x60' Type 3 – 501-700 sq. ft. Type 4 – 200-500 sq. ft. A/C and generator optional Reference national solicitation template for minimum specifications.	Daily / Weekly / Monthly Delivery/pickup charge Relocation charge Sidewall rate	No	Y	2014, 2017
Toilet, Portable		Regular portable ADA compliant Reference national solicitation minimum specifications	Daily Additional fees for servicing and relocation	No	Y	2015, 2018
Tractor – Plow		Type 2 - 100-189 HP Type 3 - 50-99 HP Reference national solicitation for minimum specifications	Daily With operator	S/D	N	2014, 2017
Trailer - Communications	Trailer equipped with programmable radios	Refer to national solicitation template for specifications	Daily / Weekly / Monthly With operator	No	Y	2014, 2019
Trailer - GIS	Mobile unit for providing GIS services	Reference national solicitation template for specifications:	Daily / Weekly / Monthly With operator	No	Y	2014, 2019
Trailer – Helicopter Operations Support	Mobile unit to support helicopter operations	Refer to national solicitation template for specifications.	Daily / Weekly / Monthly With operator	No	Y	2014, 2019
Trailer, Clerical Support	Clerical support for copying, scanning, faxing, etc.	Includes photocopier, scanner, fax machine, printer, plotter, etc Reference national solicitations for minimum specifications	Daily / Weekly / Monthly With operator Plus rate per copy	N/A	Y	2014, 2019

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive I-BPA
Transportation - Vehicle, All Terrain (ATV)		Categories: Single Seat (ATV) Side by Side with bed (UTV)	Daily/Weekly/Monthly Dry Without Operator	No	Y	
Transportation, Boat		Must meet US Coast Guard and State requirements	Daily Wet With operator	S	N	
Transportation, Bus, Coach	Bus with comfortable seats for longer travel	47 person minimum capacity Compliant with state and federal DOT Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33 Driver and all operating supplies A/C	Mileage or minimum daily guarantee, whichever is greater, with one operator Wet	S	N	
Transportation, Bus, Crew Carrier	School type bus	22 person minimum capacity * tools/equipment Compliant with state and federal DOT. Driver and all operating supplies Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33 Max age 1977 Refer to national solicitation template for minimum specifications.	Mileage or minimum daily guarantee, whichever is greater, with one operator Wet	S	N	2014, 2019
Transportation, Bus, Shuttle	Van Chassis 18-32 passenger	18 person capacity minimum A/C Compliant with state and federal DOT. Driver and all operating supplies Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33	Mileage or minimum daily guarantee, whichever is greater, with operator Wet	S	N	
Transportation, Golf Cart	Small powered cart		Daily / Weekly / Monthly Dry Without operator	No	Y	

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHIFT	24 HR Day	Competitive I-BFA
Transportation, Lowboy	Heavy equipment transport, including tractor & trailer	Type 1 - rated at loads over 70,000 lbs Type 2 - rated at loads 35,001 to 69,999 Type 3 - rated at loads up to 35,000 lbs.	Mileage or minimum daily guarantee W/eat With operator (Reduce rate to 65% if operator also operates the equipment being hauled)	S/D	N	2014, 2017
Transportation, Pack String	Horse or mule pack team	May require vendor to provide certified weed free hay for pack string.	Daily With packer/wrangler	S	N	
Transportation, Rental Vehicle	From a rental vehicle company Can also utilize GSA's RSVP or STR Programs	Categories: Automobile Truck, Flatbed Pickup (4x4) Truck, Stake-side Pickup (4x2) Van, Box Sport Utility Vehicle Van, Passenger Specify 4X4 or 4X2	Daily Dry Without operator	No	Y	

Exhibit 24a - Resource Order, NFES 2208

RESOURCE ORDER		INITIAL DATE/TIME		3. INCIDENT/PROJECT NAME		3. INCIDENT/PROJECT ORDER NUMBER		4. OFFICE REFERENCE NUMBER							
EQUIPMENT		Bad Bear		ID-BOF-080		ID-BOF-080									
5. DESCRIPTIVE LOCATION/RESPONSE AREA		6. SEC. TWN R4G		8. INCIDENT BASE/PHONE NUMBER		9. JURISDICTION/AGENCY		10. ORDERING OFFICE							
Boise National Forest		Boise Dispatch		(208) 334-9800		FS		BOF							
7. MAP REFERENCE		LAT.		FREQUENCY		RELOAD BASE		OTHER AIRCRAFT/HAZARDS							
Boise ID 83705		LONG.		Ground Contact											
11. AIRCRAFT INFORMATION		BASE OR OMNI		AIR CONTACT		FREQUENCY		RELOAD BASE							
BEARING		DISTANCE													
12. Request Number		Ordered Date/Time		Q R Y		NICKEL DATE/TIME		DELIVER TO		AGENCY ID		RESOURCE ASSIGNED		RELEASED DATE TO	
E-1	8-5 0427Z	Berry Rick	1ea				8-5 0900	Incident Base	Jeri Rick	0430Z	BOF	DoRight Construction	0600 0830	Point of Hire 8/7/1130	
E-2	8-5 0600	Berry Rick	1ea				8-5 0900	Incident Base	Jeri Rick	0815	BOF	Point of Hire Nampa, ID DoRight Construction	0630 0830	Point of Hire 8/7/0730	
E-3	8-5 0700	Ron Mary	1ea				8-5 0900	NFC Crew Dispatch	Steve Mary	0715	BOF	D60 model 74A Dozer w/one operator Lic No 476195B	0700 0730	NFC Crew Dispatch 8/9/1030	
E-4	8-5 0700	Ron Mary	1ea				8-5 1100	Incident Base	Steve Mary	0900	BOF	Type III Engine w/3 oper DoRight Construction	0700 0900	Lowman Compl 1900	
E-5	8-6 1300	Ron Mary	1ea				8-7	Incident Base	Steve Mary	1316	BOF	30T Flatbed 1992 Kenworth Point of Hire Nampa Id DoRight Construction	0700 0800	Point of Hire 8/7/1130	

13. ORDER RELAYED		ACTION TAKEN		ORDER RELAYED		ACTION TAKEN	
Req. No.	Date	Time	To/From	Req. No.	Date	Time	To/From

NFES 2208(7/87)

Exhibit 24b - Resource Order, ICS-259-9

RESOURCE ORDER		Initial Date/Time		2. Incident / Project Name		3. Incident / Project Order Number		Financial Codes									
EQUIPMENT		06/09/07 0903		Bad Bear		ID-BOF-000080											
5. Descriptive Location		6. TWN		7. RING		8. Incident Base / Phone Number		9. Jurisdiction / Agency									
Boise National Forest 1918 Commerce Boise, ID 8370		22N 11E 19		45 13 52N		ID-BDC (Dispatch) 208-384-3398		Boise National Forest									
LAT: 45 13 52N		LONG: 115 09 14W						10. Ordering Office									
								Boise Interagency Logistics Center									
11. Aircraft Information																	
Bearing	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards (within 1 mile)											
266	LKT		Flight Following	TX/RX: 173.7625 FS North/South	MYL	Fixed Hazard N/A (See Documental - 45 27 24 N 115 20 02 W											
36	DNJ		Ground	TX/RX: 171.00 North Simplex 123.00	BOI												
113	MOG		Ground	TX/RX: 172.200 South Simplex 123.00													
12. Resource Requested																	
Request Number	Chained Date/Time	From	To	City	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Unit ID	Resources Assigned	MOJ Reloat	Estimated Date of Departure	Estimated Date of Arrival	Released Date	Released Location
E-1	06/09/07 0916 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Dozer, Type 2	06/05/07 0900 MST	Incident Base	ID-BDC	ID-BDC	06/09/07 0922 MST	ID-BOD	Dozer Type II - DoRight (Dodge model 74A (ID-BDC)	D	06/07/07 0900 MST	06/07/07 1130 MST	06/07/07 0600 MST	Nampa, ID)
Travel Mode																	
E-2	06/09/07 0917 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation - Pickup	06/05/07 0900 MST	Reporting Instructions	ID-BDC	ID-BDC	06/09/07 0923 MST	ID-BOD	Pickup - Dodge 1/2 T 4x4 Pickup (Dodge Pickup 4T81988) (ID-BDC)	D	06/07/07 0500 MST	06/07/07 0730 MST	06/07/07 0500 MST	Nampa, ID)
Travel Mode																	
E-3	06/09/07 0917 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation, Bus, Crew Cleaner	06/05/07 0900 MST	Reporting Instructions	ID-BDC	ID-BDC	06/09/07 0923 MST	ID-BOD	Bus, 40 Passenger - DoRight Construction (40 Passenger Bus 4T39847) (ID-BDC)	D	06/09/07 0800 MST	06/09/07 1030 MST	06/09/07 0800 MST	NFIC
Travel Mode																	
E-4	06/09/07 0919 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	40 passenger bus w/ operator	06/05/07 1100 MST	Reporting Instructions	ID-BDC	ID-BDC	06/09/07 0923 MST	ID-BOD	Engine, Type III D - DoRight Construction (DoRight Construction - Engine) (ID-BDC)	D	06/09/07 1900 MST	06/09/07 1900 MST	06/09/07 1435 MST	Lowman Complex
Travel Mode																	
E-5	06/09/07 0919 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation - Truck, Flabbed	06/07/07 0900 MST	Reporting Instructions	ID-BDC	ID-BDC	06/09/07 0927 MST	ID-BOD	Truck, Flabbed - 30T - DoRight Construction (30T Flabbed, DoRight Construction 1992 Kenworth)	D	06/07/07 0630 MST	06/07/07 1130 MST	06/07/07 0735 MST	Nampa, ID)

Run Date: 06/08/2007 1138 CST

ID-BOF-000080

Bad Bear

Exhibit 25 – Sample Report from Automated Dispatch System

Sample Report from Automated Dispatch System

Request List

<i>Incident</i>	<i>Incident Number</i>	<i>Host Unit</i>
Bad Bear	ID-BOF-000080	Boise Interagency Logistics Center
E-1	Resource Requested Dozer, Type 2	Resource Assigned Dozer, Type II - DoRight Construction
	Assign Date 6/14/2006 4:02:27 PM	Release Date 6/15/2006 4:00:00 PM
E-2	Resource Requested Transportation - Pickup	Resource Assigned Pickup - Dodge 1/2 T 4x4 License 4T6195B
	Assign Date 6/12/2006 2:33:22 PM	Release Date 6/20/2006 3:47:01 PM
E-3	Resource Requested Transportation, Bus, Crew Carrier	Resource Assigned Bus, 40 Passenger - DoRight Construction License 4T59847
	Assign Date 6/12/2006 12:55:18 PM	Release Date 6/19/2006 6:40:00 PM
E-4	Resource Requested Engine, Type 3	Resource Assigned Engine - Type III - DoRight Construction
	Assign Date 6/11/2006 5:03:36 PM	Release Date 6/20/2006 12:00:00 PM
E-5	Resource Requested Transportation - Truck, Flatbed	Resource Assigned Truck, Flatbed - 30T - DoRight Construction
	Assign Date 6/14/2006 4:02:27 PM	Release Date 6/15/2006 4:00:00 PM

Exhibit 26 - Emergency Equipment Rental Agreement, OF-294

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) Lewis & Clark National Forest PO Box 869 1101 15th Street North Great Falls MT 59403		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT				
		2. AGREEMENT NUMBER AG-03K0-C-9295				
		3. EFFECTIVE DATES a. beginning 5/1/xx		b. ending end of incident date		
4. CONTRACTOR a. name and address DoRight Construction PO Box 1 112 Main Street Twodot MT 59085		5. POINT OF HIRE (location when hired) Location at time of hire				
b. EIN/SSN: DUNS #: 123456789		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT				
c. telephone number (day) (406) 564-3146	d. telephone number (night) (406) 564-9367	7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT				
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE						
9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL	13. GUARANTEE (\$ or more hours)
a. Dozer, Caterpillar Model D6C SN: 47A19652		1	a. rate 1534.00	b. unit DY		
b. Bus, 40 Passenger Lic. No.: 44-386 (Montana) VIN: 102057X072057		1	3.23	MI		850.00
c. Wildland Engine, Type 6 2014 GMC, Lic. No.: 44-1051 (Montana) VIN: 2GFLP624CZ1299		3	1300.00	DY		
d. Transport, 30 Ton Flatbed 2013 Kenworth, Lic. No.: 44-7928 (Montana) VIN: 6BYZ3248A7		1	1300.00	DY		
e. Pickup Truck, 1/2 Ton, 4x4 Dodge 1500, Lic. No.: 44-9795 (Montana) VIN: 2FXDY200BCD1396		1	250.00	DY	0.22	MI
f.						
g.						
14. SPECIAL PROVISIONS (1) Bus is paid the mileage rate or the guarantee whichever is greater. (2) One Engine Boss and two firefighters for a total of three operators shall be provided to operate the engine one operational period. (3) If transport and Dozer are hired with one operator, the transport rate is reduced by \$447 for one operational period. (4) The pickup truck is paid a daily rate AND mileage.						
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Dudley DoRight		16. DATE 5/1/xx	17. CONTRACTING OFFICER'S SIGNATURE Wright Price		18. DATE 5/1/xx	
19. PRINT NAME AND TITLE Dudley DoRight, Owner			20. PRINT NAME AND TITLE Wright Price, Contracting Officer			

NSN 7540-01-171-8825
 PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 294 (REV. 8-90)
 USDA/USDI
 50294-104

GENERAL CLAUSES TO FORM OF-294 (1990)

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed hereon to the extent the Contractor is willing and able at the time of order. At time of dispatch a resource order number will be assigned. Contractor must furnish this number upon arrival and check in at the incident. When such equipment is furnished to the Government the following clauses shall apply:

CLAUSE 1. Condition of Equipment – All equipment furnished under this agreement must be in acceptable condition. The Government reserves the right to reject equipment which is not in safe and operative condition.

CLAUSE 2. Time under Hire – The time under hire shall start at the time agreed upon when equipment is ordered by the Government and end by notification to the Contractor by the Government that equipment is released except as provided in Clause 8.

CLAUSE 3. Transportation of Equipment – Equipment will be transported at Government expense from point of hire to the site of work and return, whether under its own power or by transport, except as provided in Clause 8.

CLAUSE 4. Operating Supplies – As identified in Block 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 may specify that all operating supplies are to be furnished by the Contractor (wet), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Contractor.

CLAUSE 5. Repairs – Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payment to the Contractor.

CLAUSE 6. Timekeeping – Time will be recorded by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:

Hourly Rate – nearest quarter hour.

Daily Rate – by calendar day except for first and last day, this will be recorded to the nearest hour.

Mileage Rate – nearest mile.

CLAUSE 7. Payments

Rates of Payments – Rates for equipment hired with operator(s) include all operating expenses. Payment for equipment operator(s) furnished will be at

rates specified and, except as provided in Clause 8, shall be in accordance with the following:

Work Rates (column 11) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

Special Rates (column 12) shall apply when specified.

Guarantee. For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.

Daily Rate (column 11) – Payment will be made on basis of calendar days. For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours.

Method of Payment. Lump-sum payment will normally be processed at the end of the emergency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily and/or Special rates or (2) the guarantee earned, whichever is the greatest amount.

CLAUSE 8. Exceptions

No further payment under Clause 7 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available.

If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 7 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 5, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

CLAUSE 9. Meals and Bedding – When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge.

CLAUSE 10. Loss, Damage or Destruction – The Government will assume risk for loss, damage, or destruction of equipment rented under this contract, provided that no reimbursement will be made for loss, damage, or destruction when (a) due to ordinary wear and tear, or (b) negligence of Contractor or Contractor’s agents caused or contributed to loss, damage, or destruction, or (c) damage caused by equipment defects unless such defects are caused by negligence of the Government or its employees.

CLAUSE 11. Contractor’s Responsibility for Property and Personal Damages – Except as provided in Clause 10, the Contractor will be responsible for all damages to property and to persons including third parties, that occur as a result of Contractor or Contractor’s agents or employee fault or negligence. The term “third parties” is construed to include employees of the Government.

CLAUSE 12. Deductions – Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 13. Personal Protective Equipment – The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment. The following mandatory items will be issued by the Government, when not furnished by the Contractor, to operators performing within the scope of this agreement.

Clothing: (1) Flame resistant pants and shirts; (2) Gloves (Either nomex or chrome tanned leather, when not furnished by contractor); (3) Hard Hat; (4) Goggles or safety glasses.

Equipment: (1) Fire Shelter; (2) Headlamp; (3) Individual First-Aid Kit; (4) Other items, in addition to these three, may be issued by the Government.

Operators shall wear the items of clothing issued and maintain the issued equipment in a useable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective equipment not returned by the Contractor.

CLAUSE 14. Service Contract Act – The following clause applies only when equipment is rented with operator. Except to the extent that an exemption or variation or tolerance would apply pursuant to 29 CFR 4-6 if this contract is in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938 expressed in 29 CFR Part 4. FAR 52.222-41 Service Contract Act of 1965, as amended (May 1989) is hereby incorporated by reference in this contract. SEE APPLICABLE WAGE DETERMINATION ATTACHED.

CLAUSE 15. Definitions – The following definitions for Block 8 of the OF-294 are added:

- a. SMALL BUSINESS is one that is independently owned and operated and is not dominated in the field for which it is being signed up, subject to the following size standards:
 - (1) Motorcar and Truck Rental Without Operator – average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million,
 - (2) Equipment Rental With Operator – average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.
- b. SMALL DISADVANTAGED OWNED BUSINESS is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publically owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.
- c. WOMEN-OWNED SMALL BUSINESS is one that is at least 51 percent owned, controlled, and operated by a woman or women.

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

- 52.202-1 DEFINITIONS (APR 1984)
- 52.203-1 OFFICIALS NOT TO BENEFIT (APR 1984)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.222-3 CONVICT LABOR (APR 1984)
- 52.222-26 EQUAL OPPORTUNITY (APR 1984)
- 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (MAR 89)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (APR 1984)

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (APR 1989)
- 52.233-1 DISPUTES, ALTERNATE I (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)
- 52.252-6 AUTHORIZED DEVIATION IN CLAUSES (APR 1984)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$2,500

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

- 52.222-4 CONTRACT WORK HOURS SAFETY STANDARDS ACT – OVERTIME COMPENSATION (MAR 1986)
- 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$10,000

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS & SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1985)
- 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)
- 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED & VIETNAM VETERANS (APR 1984)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$25,000

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

- 52-215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)
- 52.219-13 UTILIZATION OF WOMAN-OWNED SMALL BUSINESS (AUG 1986)
- 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)

ADDITIONAL TERMS AND CONDITIONS APPLICABLE IF EQUIPMENT UNDER AGREEMENT CONFORMS WITH THE DEFINITIONS

PROVIDED BELOW:

“Leasing,” as used in this subpart, means the acquisition of motor vehicles, other than by purchase from private or commercial sources, and includes the synonyms “hire” and “rent.” “Motor Vehicle” means an item of equipment, mounted on wheels and designed for highway and/or land use, that (a) derives power from a self-contained power unit or (b) is designed to be towed by and used in conjunction with self-propelled equipment. (FAR 8.1101)

- 52.208-4 VEHICLE LEASE PAYMENTS (APR 1984)
- 52.208-5 CONDITION OF LEASE VEHICLES (APR 1984)
- 52.208-6 MARKING OF LEASED VEHICLES (APR 1984)

Instructions for form completion:

1. Ordering Office: Follow instructions provided by the incident agency for completion of this block.
2. Agreement Number. Follow instructions provided by the incident agency for completion of this block.
3. Effective Dates:
 - a. Beginning. Enter the beginning date of the agreement.
 - b. Ending. Enter "End of Incident"
4. Contractor. Address shall be the address for mailing payment.
5. Point of Hire. This block may either indicate contractor's address where the rental equipment will normally be located, or merely state "Location at the time of hire". For equipment hired during an incident, this block should indicate the actual address or location of the equipment at the time of order and hire.
6. Operating Supplies Being Furnished By. Normally check one block. If both blocks are checked, specify in block 14, Special Provisions, which conditions apply.
7. Operator Furnished By. Normally check one block. If both blocks are checked, specify in block 14, Special Provisions, which conditions apply.
8. Type of Contractor. This block is to gather information to meet agency reporting requirements.
9. Item Description. This information must be of sufficient detail to fully identify the equipment to be rented.
10. Number of Operators. Specify the number of operators per operational period. Note any exceptions in block 14, Special Provisions.
11. Work or Daily Rate and Unit. Enter geographic area standard rate or negotiated rate and unit. Do not enter a daily rate if block 13 contains a guarantee.
12. Special Rate and Unit. Enter the special rate and identify in detail in block 14, Special Provisions, when and how these special rates apply.
13. Guarantee. Enter the geographic area standard rate or negotiated rate. Do not enter a guarantee if block 11 unit of measurement is a daily rate.
14. Special Provisions. Detail any agreement made with the contractor not specified elsewhere on the form. Include any supplements to the General Provisions.
- 15-20. Signature blocks. The rental agreement must be signed, dated, and name and title printed, by both the contractor or authorized agent and the authorized contracting officer

Exhibit 27 - Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296

VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST

GENERAL EQUIPMENT INFORMATION	
1. INCIDENT NAME/NO.	2. RESOURCE ORDER NO.
3. CONTRACTOR NAME	
4. AGREEMENT NO.	5. EXPIRATION DATE
6. MAKE/MODEL	7. EQUIPMENT TYPE
8. VIN/SERIAL NO.	9. LICENSE NO./STATE

Section I—HEAVY EQUIPMENT	Acceptable	
	YES	NO
1. ROPS, roll-over protection system: Manufacturer-approved system secured to mainframe of tractor. Must include approved seat belts.	*	
2. Gauges and lights: mounted and function properly.		
3. Battery: check for corrosion, loose terminals, and hold downs.		
4. Engine running: check oil pressure, knocks and leaks.		
5. Sweeps, deflectors, safety screens.	*	
6. Steering components: tight, free of play.	*	
7. Brakes: damaged, worn or out of adjustment.	*	
8. Exhaust system: equipped with a USFS-qualified spark arrester unless turbocharged.	*	
9. Fuel system: free of leaks and damage.	*	
10. Cooling system: full, free of leaks and damage.	*	
11. Fan and fan belts: check for proper tension. No fraying/cracks.		
12. Engine support, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf.	*	
13. Belly plate, radiator guards: securely mounted and free from debris.	*	
14. Final drive, transmission and differential: check for dripping.		
15. Sprocket and idlers: crack in spokes, sharp sprocket teeth, no welds.		
16. Tracks and rollers: no broken pads, loose rollers, broken flanges.	*	
17. Dozer and assembly: trunnion bolts missing, cracks.	*	
18. Rear hitch (drawbar): serviceable, safe.		
19. Body and cab condition: describe dents and damage.		
20. Equipment cleanliness: all areas free of flammable materials, noxious weeds, and invasive species.		
21. All hydraulic attachments: operate smoothly and all cylinders hold at extension; hose, lines, and pumps have no excessive wear and/or leaks.		
22. Backup or travel alarm (minimum 87 db).	*	
23. Oil level and condition: full and clean.		

Section II—ATTACHMENTS/PUMP/CHAINSAW/OR OTHER (Specify)	Acceptable	
	YES	NO
1. No missing/broken components, no loose hardware.		
2. Sufficient fluid levels (oil, coolant, etc.)		
3. Cutting bar: straight, chain in good condition.		
4. Cutting teeth: sharp, good repair.		
5. Pump: builds pressure, no water or oil leaks.		
6. Engine starts, idles, and shuts off with switch.		

Section V—REMARKS	(Describe all unsatisfactory items and identify by line number)

10. PRE-USE INSPECTION
<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected MILES/HRS _____ DATE _____ TIME _____ Inspector's printed name _____ Title _____ Inspector's signature _____

Section III—LIABILITY
The purpose of this checklist is to document pre-existing vehicle/equipment condition and to determine suitability for incident use. I hereby acknowledge full responsibility and liability for the operation and mechanical condition of the vehicle/equipment described herein.
Operator's printed name _____ Title _____ Operator's signature _____ Date _____

Section IV—TRANSPORT OR SUPPORT VEHICLES	Acceptable	
	YES	NO
1. "DOT" or CVSA inspection in the last 12 months (if required).	*	
2. Gauges and lights: mounted and function properly.	*	
3. Seat belts: operate properly for each seating position.	*	
4. Glass and mirrors, no cracks in vision.	*	
5. Wipers, washers, and horn operate properly.	*	
6. Clutch pedal: proper adjustment (if applicable).		
7. Cooling system: full, free of leaks and damage.		
8. Fluid levels (e.g. oil) and condition: full and clean.		
9. Battery: check for corrosion, loose terminals and hold downs.		
10. Fuel system: free of leaks and damage.	*	
11. Electrical system: alternator and starter work.		
12. Engine running: check oil pressure, knocks, and leaks.		
13. Transmission: check for leaks.		
14. Steering components: tight, free of play.	*	
15. Brakes: damaged, worn or out of adjustment.	*	
16. 4-Wheel drive: check transfer case, leaks (if applicable).		
17. Drive line U-joints: check for looseness.		
18. Suspension systems: springs, shocks, other.	*	
19. Differential(s): check for leaks.		
20. Exhaust system: no leaks under cab or before turbo.	*	
21. Frame condition, body/bed properly attached.	*	
22. Tires/wheels (including spare and all changing equipment) sufficient load rating, tread depth, no major damage.	*	
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23.		
24. Emergency equipment required.	*	
Fire extinguisher _____ Spare fuses _____ Reflectors _____		
25. Operator(s) properly licensed. † Expiration Date _____ State _____ License No _____ Class _____ Endorsement _____ Med. Cert. Expiration Date _____		

11. RELEASE	<input type="checkbox"/> No Damage/No Claim
MILES/HRS _____ DATE _____ TIME _____	
Operator's printed name _____ Title _____	
Operator's signature _____ Date _____	
Inspector's printed name _____ Title _____	

Contractor _____ Resource Order No. _____

* Safety Item—Do not accept until brought into compliance.

† Include information for additional operators in REMARKS section.

Section IV - Transport and Support Vehicles

Motor vehicle parts and accessories must be in Safe Operating Condition At All Times, FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) as prescribed by U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).

REJECT IF: Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

2. Gauges and Lights (393.82, 393.11)

- Speedometer inoperative.
- All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

3. Seat Belts (393.93)

- Any driver or right outboard seat belt missing or inoperative.

4. Glass and Mirrors (393.60, 393.80)

- Any discoloration not applied by the manufacturer for reduction of glare.
- Any windshield crack over 1/4" wide.
- Any crack less than 1/4" wide that intersects with any other crack.
- Any damage 3/4" or greater in diameter.
- Any 2 damaged areas closer than 3" to each other.
- Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- Any required mirror broken.

5. Wipers and Horn (393.78, 393.81)

- Wiper blade(s) fail to clean windshield within 1' of windshield sides.
- Horn missing, inoperative or fails to give adequate/reliable warning signal.

10. Fuel System (393.65, 393.67)

- Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- Visible leak at any point.
- Fuel tank cap missing.

14. Steering (393.209)

- Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- Steering lash not within parameters, see chart in FMCSA 393.209.
- Steering column is not secure.
- Steering system; any U-joint worn, faulty or repaired by welding.
- Steering gear box is loose, cracked or missing mounting bolts.
- Pitman arm is loose, or has any welded repairs.
- Power Steering; any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- Any fluid leaks, fluid reservoir not full.

15. Brakes (393.40-393.55)

- Brake system has any deficiencies as described in FMCSA.
- Brake system has any missing, loose, broken, out of adjustment or worn out components.
- Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- Brake system has any air or fluid leaks.

18. Suspension Systems (393.207)

- Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- Any leaf spring cracked, broken, missing or shifted out of position.
- Adjustable axle assemblies with locking pins missing or not engaged.

20. Exhaust (393.83)

- Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part of the vehicle.
- Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6" for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit).
- Any leak at any point forward of or directly below the driver and/or sleeper compartment.

21. Frame (393.201)

- Any cracked, broken, loose or sagging frame member.
- Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- Any condition that causes the body or frame to contact the tire or wheel assemblies.

22. Tires and Wheels (393.75, 393.205)

- Any body ply or belt material exposed through tread or sidewall.
- Any tread or sidewall separation.
- Any cut exposing ply or belt material.
- Tread depths less than 4/32" on steering axle.
- Less than 2/32" on any other axle.
- Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- Any tire not properly inflated or any overloaded tire.
- Any tire that comes in contact with any part of the vehicle.
- Any tire marked "Not for Highway Use".
- Wheels or rims shall not be cracked or broken.
- Stud or bolt holes on the wheels shall not be elongated.
- Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use.
- Spare fuses or other overload protective device.
- Warning devices for stopped vehicles.

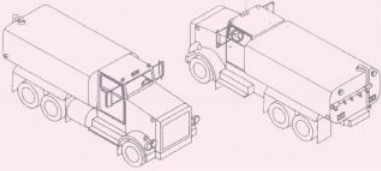
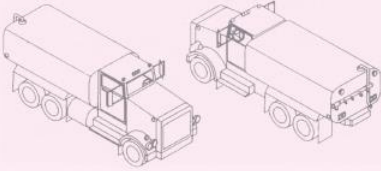
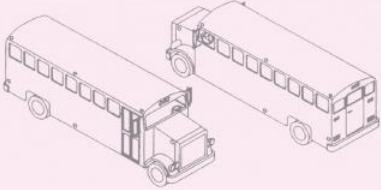
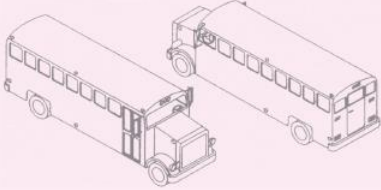
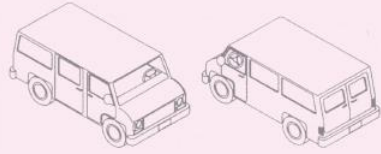
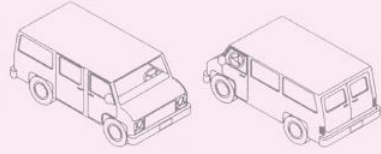
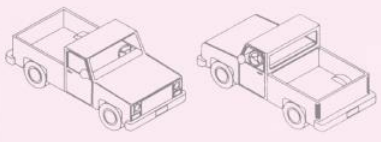
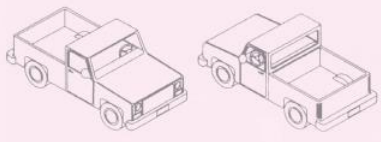
25. License (383.23, 391.41)

- No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates.
- Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified.

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

The inspector shall inspect for compliance with the FMCSA, State and Local laws and regulations. Therefore, the Inspector must ACCEPT or REJECT all equipment he/she inspects.

Section IV, Item 23 - Truck, Bus, Van, Pickup, Body Condition Inspection	
Pre-Use Inspection	Release Inspection
	
	
	
	
<p>Remarks</p>	

OPTIONAL FORM 365

FORM USE AND DISTRIBUTION**Pre-Use Inspection**

1. Inspector completes block numbers 1-10.
2. Inspector completes vehicle/equipment inspection checking all items as indicated in applicable Section I, II, or IV and Section V “Remarks” if needed. If applicable, Section IV, item 23 is continued on the back side of the “Finance Copy – Release”.
3. Inspector must sign the Pre-Use inspection, block 10 marking either “Accepted” or “Rejected”.
4. Operator to print name, title, sign and date acceptance of liability, Section III.
5. “Finance Copy – Pre-Use” (white copy) is sent immediately to the Finance Section.
6. “Contractor Copy – Pre-Use / Release” (yellow copy) is given to operator with instruction to bring the copy back for release at demobilization.
7. “Finance Copy – Release” (pink copy) and “Inspector – Pre-Use / Release” (goldenrod copy) are retained by the Inspector.

Release

1. Retrieve “Contractor Copy” and place between the “Finance Copy – Release” and “Inspector – Pre Use/Release” copies that were held by the Inspector.
2. Block 11, “Release” must be completed by both Operator and Inspector. Operator to print name, title, sign and date documenting no damage/no claim at time of release.
3. Inspector returns “Contractor Copy” to Operator and **immediately** sends “Finance Copy – Release” and “Inspector Copy” to the Finance Section.

Exhibit 28 - Emergency Equipment Shift Ticket, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET			
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.			
1. AGREEMENT NUMBER DFE-07-0592	2. CONTRACTOR (name) Do-Right Construction	3. INCIDENT OR PROJECT NAME Big Fire	4. INCIDENT NUMBER 1B-1FD-01235
5. OPERATOR (name) Petr Pukastel	6. EQUIPMENT MAKE CAT	7. EQUIPMENT MODEL D6	8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT
9. SERIAL NUMBER 47A19625	10. LICENSE NUMBER	11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	12. DATE MO/DAY/YR
13. EQUIPMENT USE		14. REMARKS	
HOURS/DAY/MILE (circle one)	WORK	SPECIAL	
	START	STOP	
7/22/XX	1300	1700	4
7/22/XX	1730	2000	2.5
15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor		16. INVOICE POSTED BY (Recorder's initials)	
17. CONTRACTORS OR AUTHORIZED AGENTS SIGNATURE <i>Jean P. Lewis</i>		18. GOVERNMENT OFFICERS SIGNATURE <i>Justin Spvt</i>	
19. DATE SIGNED 7/22/XX		OPTIONAL FORM 297 (7-90) USDA/USDI	
NSN 7540-01-119-5628 50297-102			

CONTRACTOR

EQUIPMENT TIME RECORDER

ORDERING OFFICE FILE COPY (RETAIN IN BOOK)

Instructions for form completion:

1. Agreement Number. Enter number from block 2 of the EERA or block 2 of the I-BPA.
2. Contractor. Enter the contractor's name as shown in block 4 of the EERA or Block 17a of the I-BPA. Enter the contractor's resource order number.
3. Incident or Project Name. Enter incident name.
4. Incident Number. Enter the incident number.
5. Operator Furnished by. Enter the names of all operators in block 14, Remarks; note the operational periods that each operator was on duty.
6. Equipment Make. Enter the make of equipment from block 9 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA. (Note: blocks 6 through 8 should reflect what is shown on the EERA or I-BPA and provided by the contractor.)
7. Equipment Model. Enter the model of equipment from block 9 of the EERA or the Schedule of Items or Resource Category form of the I-BPA.
8. Operator. Check 1, in accordance with block 6 of the EERA or Clause D.1 of the I-BPA.
9. Serial Number. Enter serial number of equipment from block 9 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA.
10. License Number. If equipment is licensed, enter license number of equipment (off-road, heavy equipment normally is not licensed).
11. Operating Supplies. Check 1, in accordance with block 7 of the EERA or Clause D.21.4 of the I-BPA.
12. Date. Enter date of use.
13. Equipment Use. Circle hours, days, or miles per block 11 of the EERA or the Schedule of Items or Resource Category form of the I-BPA. Record the actual hours worked. Enter the start and stop times or beginning and ending mileage in the columns designated as Start/Stop. Calculate the hours worked or miles driven and enter in the Work column.

(Refer to Clause 7A of the EERA or the Schedule of Items or the Resource Category form of the I-BPA.)

Enter any information in the "Special" column required in block 12 of the EERA or the Schedule of Items in the I-BPA.
14. Remarks. Enter any information necessary to administer the terms of the EERA or I-BPA. Document transport retention, use of foam, dual operators, breakdown information, etc.
15. Equipment Status. Mark the appropriate blocks
16. Invoice Posted By. Enter time recorder initials

17. Contractor's or Authorized Agent's Signature. To be completed and signed by the appropriate contractor representative, normally at the end of each work shift or break in operational periods.
18. Government's Officer's Signature. To be signed by the incident official responsible for the immediate supervision of the equipment.
19. Date Signed. Enter the date shift ticket is signed.

Exhibit 29 - Emergency Equipment Use Invoice, OF-286

EMERGENCY EQUIPMENT - USE INVOICE

PAGE ___ OF ___

1. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085					2. INCIDENT OR PROJECT NAME Bad Bear MT-LNF-000056						
b. EIN/SSN:					3. AGREEMENT NUMBER (from OF-294) AG-03K0-P-15-5295						
5. EQUIPMENT OR ANIMALS (list make, model, SN, etc.) Dozer, Caterpillar D6C Serial Number 47A19652					4. EFFECTIVE DATES OF AGREEMENT a. beginning 5/1/XX b. ending End of Incident						
9. INCIDENT UNIT FOR PAYMENT USDA Forest Service Albuquerque Service Center Incident Finance Branch 101 B Sun Avenue NE Albuquerque, NM 87109					6. POINT OF HIRE (location when hired) Nampa, ID						
					7. DATE OF HIRE 8/5/XX		8. TIME OF HIRE 600				
					10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)						
					11. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT						
					12. RESOURCE ORDER NUMBER E-1						
13. YEAR 2 MO DA		14. WORK OR DAILY RATE a. UNITS WORKED (MI/HR/DA) b. RATE c. AMOUNT			15. SPECIAL RATE a. UNITS WORKED (MI/HR/DA) b. RATE c. AMOUNT			16. TOTAL AMOUNT EARNED (14C + 15C)		17. GUARANTEE	18. AMOUNT (COLUMN 16 OR 17 WHICHEVER IS GREATER)
8 5		1.0 DA 1534.00 1534.00						1534.00			1534.00
8 6		1.0 DA 1534.11 1534.00						1534.00			1534.00
19. CHARGE CODE P4B7CK (0402)					20. OBJECT CODE			23. GROSS AMOUNT DUE 3068.00			
21. EQUIPMENT WAS : <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: 8/6/XX TIME: 1600								24. ITEM 23 FROM PREVIOUS PAGE			
								25. TOTAL AMOUNT DUE 3068.00			
22. REMARKS (list number and types of attachments): \$322.05 Deduction for fuel Equipment was released in same condition as hired								26. DEDUCTIONS (attach statement) -322.05			
								27. ADDITIONS (attach statement)			
								28. NET AMOUNT DUE 2745.95			
23. Note: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS SPECIFIED IN "REMARKS" BLOCK 22.											
30. CONTRACTOR'S SIGNATURE <i>Duddley DoRight</i>					31. DATE 8/6/XX		32. RECEIVING OFFICER'S SIGNATURE <i>Clock Watcher</i>			33. DATE 8/6/XX	
34. PRINT NAME AND TITLE Duddley DoRight, Owner					35. PRINT NAME AND TITLE Clock Watcher, EQTR						

NSN 7540-01-120-4062 50286-103

FINANCE

OPTIONAL FORM 286 (REV. 1-00) USDA/USDI

Instructions for form completion:

1. Contractor. Enter contractor's name and mailing address from block 4 of the EERA or block 17a of the I-BPA. It is important to confirm with the contractor that this is the current mailing address. Enter DUNS number in Block 1b.
2. Incident Name. Enter incident name.
3. Agreement Number. Enter the agreement number from block 2 of the EERA or the I-BPA.
4. Effective Dates. Enter the effective dates of the agreement from block 3 of the EERA or Clause C.3.1 of the I-BPA.
5. Equipment. Enter the equipment information and cross check with block 9 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA to ensure the equipment provided is the same equipment shown on the agreement.
6. Point of Hire. Enter the point of hire as specified in the agreement. It is mandatory this be completed to calculate travel time to and from the incident.
7. Date of Hire. Enter the date of hire from the agreement, the inspection, or the shift ticket.
8. Time of Hire. Enter time of hire from block 13 or 14 of the shift ticket.
9. Administrative Office for Payment. Enter the name and address of the payment office designated by the incident agency or the EERA or Exhibit B of the I-BPA.
- 10-11. Operating Supplies and Operator. Check the appropriate boxes in accordance with blocks 6 and 7 of the EERA or Clause D.21.4 of the I-BPA.
12. Resource Order Number. Enter the incident order number and request number, e.g., E#, under which the equipment was ordered.
13. Year, Month and Day. Enter appropriate calendar year, month, and day.
- 14-15. Work or Daily Rate. Enter the units worked in sub-block "A" from the shift ticket. Enter the rate in sub-block "B" from block 11 of the EERA or the Schedule of Items or the Resource Category form in the I-BPA. Extend the units worked times the rate and enter the amount in sub-block "C".
16. Total Amount Earned. Add the totals of blocks 14c and 15c and enter in block 16.
17. Guarantee. Enter the guarantee from block 13 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA. If equipment is under a daily rate, there is no guarantee.
18. Amount. Enter the higher amount of block 16 or block 17.
19. Charge Code. Enter incident agency accounting code.
20. Object Code. Payment personnel complete the object code.

21. Released/Withdrawn. Check the appropriate box and enter the date and time from blocks 13, 14, or 15 of the shift ticket.
22. Remarks. Enter any remarks necessary to explain the information on the invoice, such as the reasons for additions or deductions, or a pending claim.
23. Gross Amount Due. Total of entries in column 18.
24. Previous Page(s). If the invoice is more than 1 page in length, carry the amounts forward and enter in this block.
25. Total Amount Due. Total blocks 23 and 24.
26. Deductions. Enter any deductions (i.e. repairs, commissary and fuel) to the invoice and explain in block 22. Attach supporting documents to the invoice.
27. Additions. Enter any additions (i.e. contractor supplied fuel and/or parts) to the invoice and explain in block 22. Attach supporting documents to the invoice.
28. Net Amount. Total of blocks 25, 26, and 27.
29. Release. The contractor should read and agree with the statement in this block. If the contractor has any exceptions, it should be so noted in the remarks.
- 30,31,34. Contractor's Signature, Title, Date. The contractor or authorized agent signs, dates, and prints name and title in these blocks.
- 32,33,35. Receiving Officer's Signature, Title, Date. The Receiving Officer, normally the Procurement Unit Leader, signs, dates, and prints name and title in these blocks. It should be explained to the contractor that the invoice is subject to audit and errors will be corrected prior to payment.

Exhibit 30 - Emergency Equipment Fuel And Oil Issue, OF-304

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE		SEE COVER FOR INSTRUCTIONS	
INCIDENT OR PROJECT NAME		OWNER OF EQUIPMENT: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Government	
Bad Bear	Name	E-1	
AGREEMENT NUMBER	DoRight Construction	LICENSE OR IDENTIFICATION NUMBER	
AG-03KO-C-X-9295	Caterpillar Dozer D6C	NUMBER	
COMMODITY (CIRCLE APPROPRIATE ITEMS)	QUANTITY	UNIT	PRICE AMOUNT
REGULAR GAS UNLEADED GAS	95	Gal	3.39
OIL OTHER (specify)	DIESEL		322.05
DATE AND TIME ISSUED	REMARKS	TOTAL	
8/5/XX 2000		322.05	
ISSUING AGENT'S SIGNATURE	PRINT NAME AND TITLE		
Splash Henderson	Splash Henderson, Fueler		
RECEIVING AGENT'S SIGNATURE	PRINT NAME AND TITLE		
Tanner Jones	Tanner Jones, Operator		
POSTED TO EQUIPMENT INVOICE (FINANCE USE ONLY); INITIALS	DATE		
NSN 7540-01-317-7366	OPTIONAL FORM 304 (7-90)		
50304-101	USDA/USDI		

FINANCE ATTACH TO ISSUING AGENT'S OF-286

EQUIPMENT TIME RECORDER

ISSUING AGENT

RECEIVING AGENT'S COPY

ORDERING OFFICE FILE COPY

Instructions for form completion:

1. Incident Name. Enter the incident name.
2. Owner of Equipment. If government owned, enter the agency and home unit. If contractor owned, enter the contractor's name as shown in block 4 of the EERA or block 17a of the I-BPA. Enter the contractor's resource order number.
3. Agreement Number. If contractor owned, enter the agreement number from block 2 of the EERA or the I-BPA. If government owned, enter the request number.
4. Type of Equipment. If contractor owned, enter data from block 9 of the EERA or the Schedule of Items or Resource Category form of the I-BPA.
5. License or Identification Number. Enter serial number and/or license number of contractor's equipment. If government owned, enter identification number such as license number, serial number, or other identification number of the equipment.
6. Commodity. Identify the commodity provided.
7. Quantity. Enter the quantity provided.
8. Unit. Enter the unit of measure for the commodity provided.
9. Unit Price. Enter the unit price (obtained from the Procurement Unit Leader or Buying Team Leader) for the commodity provided.
10. Amount. The amount equal to the unit price (block 9) times the quantity (block 7).
11. Oil/Other. Enter any other products provided and compute extensions.
12. Date and Time Issued. Enter date and time issued.
13. Remarks. Enter pertinent remarks.
14. Total. Enter total (commodity total plus oil/other total).
15. Signatures. The issuing agent and receiving agent signs, dates, and prints name and title at the time of issue.
16. Posted to Equipment Invoice. The individual posting the deduction to the invoice initials and dates.

Exhibit 31 – Emergency Equipment Rental Use Envelope, OF-305

EMERGENCY EQUIPMENT RENTAL-USE ENVELOPE

CONTRACTOR	<i>DorRight Construction</i>		
RESOURCE ORDER NO.	ORDERED BY		
ID- <i>807-000080</i>	<i>E-1</i>	<i>Jeri Cobb</i>	
ARRIVED AT MOBILIZATION POINT	LOCATION		
DATE <i>8-5-XX</i>	TIME <i>0600</i>	<i>Nampa, ID</i>	
OPERATOR(S)			
<i>Tanner Jones</i>	SIZE	NUMBER	
<i>Dwyer</i>	<i>D6C</i>	<i>47419652</i>	
DATE RELEASED	TIME RELEASED		
<i>8-6-XX</i>	<i>1600</i>		

FORMS:

- OF-294 EMERGENCY EQUIPMENT RENTAL AGREEMENT
- OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (PREUSE)
- OF-297 EMERGENCY EQUIPMENT SHIFT TICKET(S)
- OF-288 EMERGENCY EQUIPMENT-USE INVOICE
- COMMISSARY ISSUES (IF APPLICABLE)
- OF-288 EMERGENCY FIREFIGHTER TIME REPORT (IF APPLICABLE)
- OF-304 EMERGENCY EQUIPMENT FUEL AND OIL ISSUE (IF APPLICABLE)
- OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (RELEASE)
- ALL GOVERNMENT-ISSUED SAFETY EQUIPMENT RETURNED

ALL FORMS ARE INCLUDED IN THIS ENVELOPE. ALL SIGNATURES HAVE BEEN OBTAINED AND THE ENCLOSED INVOICE IS COMPLETE AND READY FOR PAYMENT. ALL FUEL, OIL, PARTS AND COMMISSARY ISSUES HAVE BEEN POSTED.

Tim Timely _____ *8/7/XX* _____ *WILL Buvyck, P/L* _____ *8/7/XX* _____
 EQUIPMENT TIME RECORDER DATE FINANCE SECTION CHIEF OR DATE
 PROCUREMENT UNIT LEADER

NSN 7540-01-317-7807-50305-101

OPTIONAL FORM 305 (7-90)
USDA/USDI

ADMINISTRATIVE FOLLOWUP NEEDED
 YES NO

REMARKS _____

CONTINUE ON REVERSE IF NECESSARY

NOTICE TO CONTRACTOR

REPORT TO: *Incident Command Post*

INCIDENT: *Brad Bear ID-PAF-000080*

BEFORE LEAVING AN INCIDENT, FINAL INSPECTION AND EQUIPMENT-USE INVOICE MUST BE COMPLETED. YOU ARE NOT CONSIDERED RELEASED AND WILL NOT BE PAID UNTIL ALL INVOICE DOCUMENTS ARE COMPLETED AND SIGNED. CHECK WITH FINANCE SECTION OFFICER.

CONTRACTOR:

Exhibit 32 - Solicitation / Contract/Order for Commercial Items, SF-1449

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:				a. NAME		b. TELEPHONE: NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY			CODE	10. THIS ACQUISITION IS	<input type="checkbox"/> UNRESTRICTED OR	<input type="checkbox"/> SET ASIDE:	% FOR:		
				<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB)				
				<input type="checkbox"/> HUBZONE SMALL BUSINESS	<input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN OWNED SMALL BUSINESS (EDWOSB)	NAICS:	SIZE STANDARD:		
				<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> 8 (A)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED			12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
<input type="checkbox"/> SEE SCHEDULE							14. METHOD OF SOLICITATION		
							<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO			CODE	16. ADMINISTERED BY				CODE	
17a. CONTRACTOR/OFFEROR			CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED				<input type="checkbox"/> SEE ADDENDUM
<input type="checkbox"/> 17b. CHECK IF RATING IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>									
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-6 (16 A) TACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATE: _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED				

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2011)
Prescribed by GSA - FAR (48 CFR) 53.212

Exhibit 33 - Incident Demobilization Vehicle Safety Inspection, ICS-212

Incident Demobilization Vehicle Safety Inspection

Vehicle Operator: Complete items above double lines prior to inspection

Incident Name		Order No.	
Vehicle: License No.		Agency	Reg/Unit
Type (Eng., Bus., Sedan)	Odometer Reading		Veh. ID No.

Inspection Items	Pass	Fail	Comments
1. Gauges and lights. See back*			
2. Seat belts. See back *			
3. Glass and mirrors. See back *			
4. Wipers and horn. See back *			
5. Engine compartment. See back			
6. Fuel system. See back *			
7. Steering. See back *			
8. Brakes. See back *			
9. Drive line U-joints. Check play			
10. Springs and shocks. See back			
11. Exhaust system. See back *			
12. Frame. See back *			
13. Tire and wheels. See back *			
14. Coupling devices. Emergency exit (Buses)			
15. Pump Operation			
16. Damage on Incident			
17. Other			

* Safety Item - Do not Release Until Repaired

Additional Comments:

HOLD FOR REPAIRS				RELEASE			
Date		Time		Date		Time	
Inspector Name (Print)				Operator Name (Print)			
Inspector Signature				Operator Signature			

This form may be photocopied, but three copies must be completed.

Distribution: Original to Inspector, copy to vehicle operator, copy to Incident Documentation Unit

INSPECTION ITEMS

(REF: FEDERAL MOTOR CARRIER SAFETY REGULATIONS)

HOLD FOR REPAIRS IF:

1. Gauges & Lights	<ul style="list-style-type: none"> - Speedometer inoperative. (Federal Motor Carrier Safety Regulation (FMCSR 393.82) - All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working. (FMCSR 393.9) 	8. Brakes	<ul style="list-style-type: none"> - Brake system has any missing, loose, broken, out of adjustment or worn out components. - Brake system has any air or fluid leaks. (FMCSR Appendix G, Sub. B) - Brake system has any other deficiencies as described in FMCSR Appendix G, Sub. B.
2. Seat Belts	<ul style="list-style-type: none"> - Any driver's or right outboard seat belt, missing or inoperative. (FMCSR 393.93) - Passenger carrying have missing or inoperative seat belts in passenger seats, Buses excepted. 	10. Springs & Shocks	<ul style="list-style-type: none"> - Any U-bolt, spring, spring hanger or any other axle positioning part is cracked, broken, loose or missing resulting in any shifting of an axle from it's normal position. (FMCSR Appendix G, Sub. B)
3. Glass & Mirrors	<ul style="list-style-type: none"> - Any windshield crack over 1/4" wide. - Any damage 3/4" or greater in diameter. - Any 2 damaged areas are closer than 3" to each other. - Any crack less than 1/4" wide intersects with any other crack. (FMCSR 393.80) - Any crack or discoloration in the windshield area lying within the sweep of the wiper on either side of the windshield (FMCSR Appendix G, Sub. B) - Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. See Exceptions (FMCSR 393.80) - Any required mirror broken. 	11. Exhaust	<ul style="list-style-type: none"> - Any leaks at any point forward of or directly below the driver and/or sleeper compartment. - Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than Gasoline powered bus. (Exception: emergency exit) - Any part of the exhaust system so located as would be likely to result in burning, charring, or damaging the wiring, fuel supply or any combustible part of the vehicle. (FMCSR Appendix G, Sub. B)
4. Wipers & Horn	<ul style="list-style-type: none"> - Wiper blade(s) fail to clean windshield within 1" of windshield sides. (FMCSR 393.78) - Horn, missing, inoperative, or fails to give an adequate and reliable warning signal. (FMCSR 393.81) 	12. Frame	<ul style="list-style-type: none"> - Any cracked, broken, loose or sagging frame member. - Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body or frame to contact the tire or wheel assemblies. - Adjustable axle assemblies with locking pins missing or not engaged. (FMCSR Appendix G, Sub. B)
5. Engine Compartment	<ul style="list-style-type: none"> - Low fluid levels - Loose or leaking battery - Excessive leaks - Cracked or deteriorated belts or hoses. - Any condition of impending or probable failure. 	13. Tires & Tread	<ul style="list-style-type: none"> - Tread depth less than 4/32" on steering axle. - Less than 2/32" on any other axle. - Any body ply or belt material exposed through tread or sidewall. - Any tread or sidewall separation. - Any cut exposing ply or belt material. - Any tire marked "Not for highway use". - A tube-type radial tire without radial tube stem markings. - Any mixing of bias and radial tires on the same axle. - Any tire not properly inflated or overloaded. - Any bus with recapped tires. (FMCSR Appendix G, Sub. B) - Lock or slide rings; any bent, broken, cracked, improperly seated, sprung or mismatched ring(s). - Wheels and rims; any cracked or broken or has elongated bolt holes. - Fasteners (both spoke and disc wheels). Any loose, missing, broken, cracked, stripped or otherwise ineffective fasteners. - Any cracks in welds attaching disc wheel disc to rim. - Any crack in welds attaching tubeless demountable rim to adapter. - Any welded repair on aluminum wheel(s) on a steering axle or any welded repair other than disc to rim attachment on steel disc wheel(s) on steering axle. (FMCSR Appendix G, Sub. B)
6. Fuel System	<ul style="list-style-type: none"> - Visible leak at any point. - Fuel tank cap missing. - Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets. (FMCSR Appendix G, Sub. B) 		
7. Steering	<ul style="list-style-type: none"> - Steering wheel does not turn freely, has any spokes cracked, loose spokes or missing parts. - Steering lash not within parameters, see chart, in FMCSR 393.209. - Steering column is not secure - Steering system; any U-joints worn, faulty or repaired by welding. - Steering gear box is loose, cracked or missing mounting bolts. - Pitman arm loose. - Power Steering; any components inoperative. - Any loose, broken or missing parts. Belts frayed, cracked or slipping. - Any fluid leaks, fluid reservoir not full. (FMCSR 393.209) 		

Exhibit 34 – Commercial Rental/Service Envelope

COMMERCIAL RENTAL/SERVICE ENVELOPE
PAID BY BUYING TEAM
(COST CAPTURED ON BUYING TEAM SPREADSHEET)

VENDOR:	PHONE NO:			
	POC:			
INCIDENT NAME:	INCIDENT NO:			
RESOURCE ORDER NO.	DESCRIPTION	INCIDENT LOCATION	EST ARRIVAL DATE	DATE RELEASED
BUYER:	BUYING TEAM NAME:			

RETURN THIS ENVELOPE TO THE BUYING TEAM WHEN EQUIPMENT IS RELEASED. Enclose all pertinent documents including:

- ___ commercial rental agreement
- ___ resource order(s)
- ___ shift ticket(s)
- () only one shift ticket required with beginning and ending date for rental period for each RO.
- () shift ticket required for each day of rental
- ___ signed delivery tickets from vendor
- ___ other documentation pertaining to this order

NFES 002113

NWCG-IBC Test Form (1/2014)

Exhibit 35 – Emergency Facilities and Land Use Agreement

March 2015

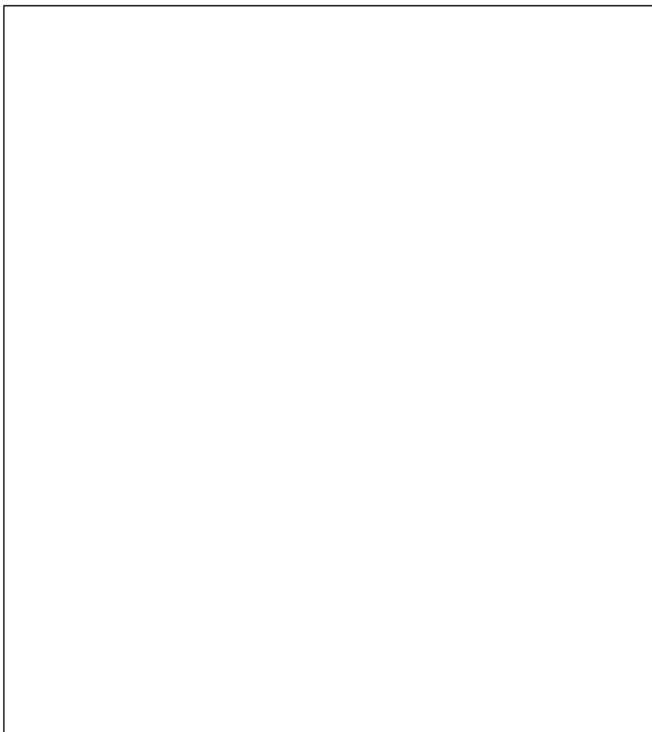
EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)		Page ____ of ____	
		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER	
		EFFECTIVE DATES	
		a. beginning	b. ending
OWNER (name, address, phone number/Include day/night/cell/fax)		INCIDENT NAME:	
DUNS:		INCIDENT NUMBER:	
EIN/SSN:		RESOURCE ORDER NUMBER:	
PAYMENT ADDRESS: () Same as above, or _____		JOB CODE (P#) AND OVERRIDE:	
TYPE OF CONTRACTOR (X) APPROPRIATE BOXES)			
<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN <input type="checkbox"/> PUBLIC ENTITY <small>(Pursuant to FAR 21.6 & OMB Circular 87)</small>			
The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as _____.			
DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.			

County: _____ State: _____ Township: _____ Range: _____ Section: _____			
ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.			
RATE: For each month that the land/facilities are used, the Government will pay the rate of \$ _____ per month. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ _____, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.			
UTILITIES AND SERVICES: (check only one)			
[] The above rate includes utility charges for the following: <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRICITY <input type="checkbox"/> WATER <input type="checkbox"/> TOILET SUPPLIES			
[] <input type="checkbox"/> JANITORIAL SERVICES & SUPPLIES <input type="checkbox"/> TRASH REMOVAL <input type="checkbox"/> SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS			
[] The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____			
RESTORATION: Restoration beyond ordinary wear and tear. (check only one)			
[] The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____			
[] The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.			
ALTERNATIONS: The Government may make alterations, attach textures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.			
ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.			
CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.			
OTHER: Describe in detail: _____			
TERMS AND CONDITIONS: See attachment.			
CHECKLISTS (S): See attachment.			

Page ___ of ___
 Agreement No: _____

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER (if different from Owner's)		PHONE NUMBER:	

Page ____ of ____
Agreement No: _____

PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

Owner/Agent: _____ (Print Name) Government Agent: _____ (Print Name)
Signature: _____ Signature: _____
Date: _____ Date: _____

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

TOTAL AMOUNT DUE \$ _____

RELEASE OF CLAIMS & PAYMENT: Contract release for and in consideration of receipt of payment in the amount shown in total amount due. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

Owner/Agent: _____ (Print Name) Government Agent: _____ (Print Name)
Signature: _____ Signature: _____
Date: _____ Date: _____

Chapter 30 – Property Management

OBJECTIVE

This chapter sets forth procedures governing property management requirements relating to incident activities. These procedures apply to all incident operations.

RESPONSIBILITIES

Agency Administrator responsibilities:

- Provide agency property management guidelines and/or procedures to incident personnel.

Buying Team Leader responsibilities:

- Report the purchase of accountable property to the incident agency.
- Follow incident agency guidelines for the purchase of accountable property.
- Work with the incident agency to establish a set of guidelines for the current incident assignment if no guidelines are in place.

Incident Commander responsibilities:

- Establish and maintain a sound property management program for the incident.

Supply Unit Leader responsibilities:

- Order equipment and supplies; receive, store and maintain an inventory of supplies; and service non-NFES (National Fire Equipment System) supplies and equipment, e.g., chainsaw repair.

Supervisor responsibilities:

- Inform subordinate personnel of their property accountability responsibilities and ensure adherence.

Incident personnel responsibilities:

- Ensure proper care, use, and custody of property (government and private) for prompt return of unneeded property, and for promptly reporting and documenting lost, damaged, or destroyed property.
- Individuals will order, use, and return property in a cost-effective manner. If an individual assigned to the incident utilizes their home unit electronic devices (cell phones, laptops, GPS units, etc.), they are responsible for obtaining a resource order for documentation and must adhere to property management procedures.

DEFINITIONS

Definitions used throughout this handbook are located in the Glossary.

1 **PROPERTY MANAGEMENT PROGRAM PROCEDURES**

2 An effective incident property management program should include the
3 following:

- 4 • Establishment of areas where property may be stored and protected.
- 5 • Designation of individuals to receive property and establishment of
6 receipting procedures.
- 7 • Establishment of property identification and marking procedures for
8 accountable and durable property purchased by the incident.
- 9 • Designation of individuals to issue property and establish property
10 accountability controls.
- 11 • Establishment of property clearance and demobilization procedures. When
12 delegated, these responsibilities must be delegated to individuals who are
13 qualified to perform the duties.
- 14 • Establishment of procedures to ensure compliance with the principles of
15 ethical conduct regarding waste, fraud, and abuse.

16 **Incident Base Security/Storage**

17 Property stored at incident base must be adequately protected to prevent theft or
18 vandalism. A specific area must be designated for property storage. Access to
19 the area is restricted at all times and under the observation of individuals with
20 designated property management responsibilities. Appropriate protection
21 measures may include use of agency law enforcement personnel, state and local
22 law enforcement agencies, or private security agents.

23 **Property Receipting Procedures**

24 Property and supplies may be furnished from various sources and reports of
25 receipt must be made to the incident agency. Shipments are generally
26 accompanied by a packing list, bill of lading, or other shipping document. The
27 Supply Unit must verify items shipped are received and must, in all cases, note
28 shortages, overages, and damages and share this information with buying team
29 personnel or others as necessary. When shipments are not accompanied by
30 documents, the receiving unit must inventory and acknowledge receipt on the
31 *Interagency Incident Waybill*, OF-316 (Exhibit 36) or appropriate document.
32 Any information available from shipping containers or persons making delivery
33 must also be noted.

34 From Government Sources of Supply:

- 35 • Agency Caches and Warehouses - Acknowledge receipt on Interagency
36 Incident Waybill, OF-316 or appropriate document.
- 37 • Other Agencies, State and Local - Use packing lists or other documents
38 accompanying shipments to acknowledge receipt.

1 *From Commercial Sources of Supply* - When incident orders for property and
2 supplies cannot be filled by agency or the Defense Logistics Agency (DLA)
3 Wildland Fire Equipment Program supply systems by the date and time needed,
4 orders may be placed with commercial sources for direct delivery to the incident
5 base. Incident agency procurement regulations must be followed. The incident
6 order number and request number, e.g., E#, S#, must be indicated on all receipts
7 and documentation.

- 8 • *Government Charge Cards and Convenience Checks* - Receipt of property
9 and supplies purchased by these methods must be acknowledged by an
10 original bill, sales slip, cash register tape, or invoice. The charge card
11 holder/convenience check writer is responsible for providing copies of sales
12 slips, etc. to the incident agency. Use of government charge cards may be
13 restricted by the issuing agency or the incident agency for the purchase of
14 accountable property. The cardholder must follow the more restrictive of
15 their home agency or incident agency policy.
- 16 • *Blanket Purchase Agreements/Charge Accounts* - The incident agency may
17 establish blanket purchase agreements or charge accounts for materials and
18 supplies with local vendors. Sales slips or delivery tickets must include a
19 legible signature by the individual receiving the merchandise.

20 **Identification**

21 Property received from the incident supply system is generally identified as
22 government property. If not, or if property is received directly from a
23 commercial vendor, DLA or GSA, it must be identified as government property.

24 Accountable Property – Items with a purchase price of \$5,000 or more (USDI or
25 USDA), or items the incident agency considers sensitive, e.g., cameras,
26 chainsaws, personal or laptop computers, GPS units.

27 State and other federal agencies may have established a different purchase price
28 for accountable and sensitive property. This property is generally tagged with
29 an agency identification number. Property obtained through the cache system
30 may be designated as trackable property and should be handled the same as
31 accountable or sensitive property.

32 Incident management teams (IMT) or buying teams should create a separate
33 tagging/tracking system for property procured or rented for the incident from
34 commercial sources in order to facilitate the disposal of the property to the
35 correct location at the end of the incident, e.g., a label containing item, value,
36 resource request number, incident name, date purchased, and location for return
37 at end of incident, can be used as a tracking tool.

38 Durable Property – Durable property includes those non-accountable items,
39 which have a useful life expectancy greater than one incident, e.g., sleeping
40 bags, water handling accessories, tents, headlamps, tools. This property may be
41 permanently marked with an agency-specific marking.

1 Consumable Goods – Consumable goods are items normally expected to be
2 consumed on the incident, e.g., batteries, Meals Ready to Eat (MREs), plastic
3 canteens, petroleum products. This property is not marked.

4 Trackable Property – Items maintained by a cache that are tracked due to their
5 dollar value, durability, and potential sensitive property classification will be
6 engraved or tagged with a cache identification number. Trackable property does
7 not meet the dollar threshold of accountable property.

8 **Property Accountability Controls**

9 Property and supplies obtained from all sources of supply are under the control
10 of the incident agency.

11 Accountable Property List – The incident base must maintain a list of
12 accountable property to ensure property control. This list must show serial
13 numbers of accountable property and may include additional items deemed
14 sensitive by the incident agency.

15 Issues, Transfers, and Returns - Property accountability may be documented on
16 agency specific property forms, General Message, ICS-213, IMT specific forms
17 or other appropriate document.

- 18 • Issues to Personnel – The transfer of all durable and accountable property
19 must be recorded at the time of issue. The Interagency Incident Waybill,
20 OF-316 (Exhibit 36) or approved automated application may be used.
- 21 • Transfers Between Personnel – To transfer assigned property to another
22 person on the incident, obtain and record the name of the individual to
23 whom the property is being transferred, notify their supervisor, and give to
24 the Supply Unit Leader.
- 25 • Transfers Between Crews – To transfer a large quantity of property between
26 crews, the crew supervisor shall ensure an accurate accounting of property
27 is made, names of individuals accepting the property are recorded, and
28 notification of the transfer is given to the Supply Unit Leader.
- 29 • Transfers Between Incidents – When property is transferred directly from
30 one incident to another, the Supply Unit Leader will document all items to
31 be released. The documentation should consolidate groupings of similar
32 items, e.g., supplies, equipment, and must include the following:
 - 33 ○ The National Fire Equipment System (NFES) number
 - 34 ○ Item Number
 - 35 ○ Quantity
 - 36 ○ Description
 - 37 ○ Property number, if the property is accountable or trackable
 - 38 ○ Receiving incident name, incident order number, and resource
39 order/request number

1 • The Supply Unit Leader shall report the transfer(s) to the incident agency
2 and to the servicing cache upon completion of the documentation. This
3 process for cache items may be facilitated through an automated program
4 with the cache system.

5 The cache will credit the issuing incident for these items and assign them to
6 the receiver. The fire loss/use report will then reflect accurate numbers for
7 both incidents. Three copies of the documentation are required for: the
8 incident agency (Final Incident Package), the servicing cache, and the
9 Supply Unit Leader's records.

10 • *Returns from Personnel* – Items returned by incident personnel are
11 inspected and compared with the quantities recorded on the original waybill
12 document. Shortages or damages must be noted in the Remarks section on
13 the receipt form.

14 Property Utilization – Issued property/supplies that become unusable should be
15 reported to the incident Supply Unit. The Supply Unit Leader should identify
16 excess supplies and work with the servicing cache as soon as possible to
17 facilitate return of the items.

18 Damage/Loss – The individual responsible for or assigned the property is
19 responsible to document loss or damage on the *Property Loss or Damage Report*
20 *Fire Suppression*, OF-289 (Exhibit 39 or available electronically at
21 <http://www.gsa.gov/>) or appropriate incident or home unit form(s). The
22 individual, supervisor, and witness document facts and circumstances on the
23 form. The Incident Commander or Logistics Section Chief shall review, sign,
24 and take any follow-up action. All reports of loss or damage must be submitted
25 to the incident agency.

26 • Government Equipment – The home unit normally adjudicates government
27 equipment (i.e. vehicles) damage/loss reports to ensure the correct
28 accounting code is charged.

29 • Government Property – The incident agency should limit replacement to
30 those items that are consumed, lost, damaged or rendered unserviceable on
31 the incident. These items can be replaced at the incident or the incident can
32 approve an Incident Replacement Requisition, OF-315 (Exhibit 38) for
33 replacement of items by a cache or at the home unit. Replacement of NFES
34 items not carried by the cache supporting the incident (e.g. Wildland
35 Firefighting Pants, Type II) must be authorized using an Incident
36 Replacement Requisition, and the items should be replaced through the
37 DLA wildland fire equipment program.

38 Caches may only process requests for NFES items. Requests for non-NFES
39 items should be requested on a separate Incident Replacement Requisition
40 to be processed by the home unit.

41 IMTs or other incident personnel (e.g., IBA) may authorize replacement of
42 non-NFES (non-standard cache) items if delegated authority by the incident

1 agency. If no delegation exists documentation is provided to the incident
2 agency for review and determination. Written documentation is provided to
3 the home unit, if authorized by the incident agency, for the replacement of
4 government property items that have been destroyed or rendered otherwise
5 unserviceable while being used on the incident.

6 Replacement of non-standard items not procured through mandatory
7 sources of supply may be authorized up to a dollar limit identified through
8 these sources; costs beyond this amount should be covered by home unit
9 program dollars. Prototype equipment will not be replaced with
10 suppression funds. The incident agency may require the damaged property
11 be turned in before replacement is authorized.

12 Property numbered items must be carefully tracked and property records
13 documented.

- 14 • Contractor Property – Contractor owned property, e.g., hose, fittings,
15 Personal Protective Equipment (PPE), tents, may not be replaced through
16 incident supply. The contractor must document damaged or lost property
17 and submit the claim through the Procurement Unit Leader or Contracting
18 Officer for a determination. Do not issue an Incident Replacement
19 Requisition, OF-315 to a contractor.
- 20 • Employee Owned Property – Employee claims from regular federal
21 government employees and federal casuals are covered under the Military
22 Personnel and Civilian Employees Claims Act (reference Chapter 70).
23 Claims from state and local government employees are covered under
24 applicable state regulations.

25 Fire Loss/Use – A goal of property management on incidents is to prevent the
26 loss of property and supplies. To accomplish this goal, IMT and incident
27 agencies should review and follow loss performance guidelines. The Incident
28 Commander is accountable for meeting fire loss/use performance threshold.
29 These thresholds are frequently a percentage of the durable property. Fire
30 loss/use rate is defined as all property and supplies lost, damaged, or consumed
31 on an incident.

32 National Incident Support Cache managers monitor incident ordering and
33 returns to ensure stocking levels are adequate to meet current and projected
34 needs. Inventories are established on an average use rate.

35 If the loss of durable items exceeds loss performance guidelines, and it is known
36 prior to the release of the IMT, the IMT will provide documentation of the loss
37 to the incident agency and the servicing cache.

38 Accountable Property – At the end of the incident, all accountable property must
39 be returned to the appropriate owner, e.g., incident agency or local, geographic,
40 or national cache. If accountable property is missing, damaged or unserviceable,
41 complete the forms as noted under the Damage/Loss section in this chapter.

1 Property Record Reconciliation – The Logistics Section will provide the
2 incident agency with documentation of receipt and return of all accountable and
3 durable property. Differences will be documented on the *Property Loss or*
4 *Damage Report Fire Suppression*, OF-289 or appropriate incident or home unit
5 forms.

6 **Clearance and Demobilization Procedures**

7 Upon receiving instructions to demobilize, property management personnel shall
8 ensure adequate staffing to effect closure in an efficient and timely manner.

9 Return of Property – After checking in property (accountable and durable),
10 property management personnel shall inspect all property. If property is
11 damaged to the extent it is not economical to repair, a record must be made of
12 the items, quantities, serial numbers, and agency property numbers. Return all
13 property and supplies to the appropriate locations using an Interagency Incident
14 Waybill, OF-316, or an approved incident document.

15 Clearance – Logistics and Finance/Administration Sections shall coordinate
16 during demobilization to ensure property is returned. An individual's final time
17 report must not be processed until clearance is obtained from the Logistics
18 Section Chief. If a regular government employee or cooperator is to be held
19 liable for property loss, the Finance/Administration Section will submit the
20 appropriate incident agency *Property Loss or Damage Report Fire Suppression*,
21 OF-289 to the incident agency for submission to employee's or cooperator's
22 home unit. A casual's deduction will be made on the *Incident Time Report*, OF-
23 288. A contractor's deductions will be made on the *Emergency Equipment Use*
24 *Invoice*, OF-286 or other established payment document.

25 All Other Property Records – All other property records, such as receipts and
26 issues, must be forwarded to the incident agency for necessary action.

27 **RECYCLING AT INCIDENT BASE**

28 Federal Executive Order No. 12873 requires federal agencies to promote cost-
29 effective waste reduction and recycling of reusable materials for wastes
30 generated by federal government activities. Public Law 103-329, (H.R. 4539),
31 Sec. 608 authorizes all federal agencies to receive and use funds resulting from
32 the sale of materials recovered through recycling or waste prevention programs.

33 Recycling at incident base requires coordination with the incident agency. The
34 incident agency provides information on recycling procedures and requirements
35 to the IMT at the Agency Administrator briefing.

36 The Logistics Section will manage incident recycling. Incident agency
37 recycling guidelines should provide details for collecting and storing of material,
38 and arranging for pickup and disposition.

39 Initiating recycling could include the following steps:

- 1 • Determine if recycling is feasible - Coordinate with the incident agency and
2 use established agreements or contracts to the extent possible as well as
3 contact the servicing cache for their capability of supporting re-cycling.
- 4 • Identify what items can be recycled and how they will be disposed - If the
5 incident agency does not have a program in place, check to see if collection
6 services are available locally. Items may be separated for pick up by local
7 charitable organizations. A disposition plan for recycling materials should
8 include collection points and disposition.
- 9 • Demobilization - The Logistics Section will coordinate with the incident
10 agency to ensure all recyclable material is disposed of properly.

11 **EXHIBITS**

12 [Exhibit 36 – Interagency Incident Waybill, OF-316](#)

13 [Exhibit 37 – Buying Team Incident Waybill](#)

14 [Exhibit 38 - Incident Replacement Requisition, OF-315](#)

15 [Exhibit 39 – Property Loss or Damage Report Fire Suppression, OF-289](#)

Exhibit 36 - Interagency Incident Waybill, OF-316

Date	Time	INTERAGENCY INCIDENT WAYBILL			Page 1 of __
SHIPPED TO			SHIPPED FROM		
Incident name			Carrier/Driver name:		
Incident number			Vehicle number	Trlr number	
Accounting/mgmt Code			Pieces	Weight	
Contact name/phone			ETD	ETA	
HAZARDOUS MATERIALS DECLARATION					
Identification Number	Proper Shipping Name	Hazard Class	Packing Group	Total Quantity	
<p>This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.</p>					
Signature of Shipper		Chemtrec: 1-800-424-9300		Emergency Response Phone Number	
Item #	NFES #	Quantity	U/I	Item Description	Property Number
Received by (signature)			Position Title		Date/Time

NFES 1472 Original: Shipper COPIES: RECIPIENT, PACKING LIST, OPTIONAL OPTIONAL FORM 316 (05-2013)

INTERAGENCY INCIDENT WAY BILL					
Continuation Page _____ of _____ (void if OF-316, page 1, is not attached)					
Item #	NFES #	Quantity	U/I	Item Description	Property number
Received by (signature)		Position Title			Date/Time

7540-01-475-4306

OPTIONAL FORM 316A (4-2000)
50316A-101

COPY 1 - SHIPPER

The completion of this form:

1. Ensures that hazardous materials shipments are listed in the required format.
2. Documents the return of supplies from an incident.

The completion of this form is the responsibility of the “Shipped From” unit. This would be the Supply Unit Leader (SPUL) at an incident, the Cache Manager (FCMG) or delegate at an incident support cache.

Ship To: Enter the unit name and physical street address. Do not use a P.O. Box.

Ship From: Enter either the name of the incident base or the address from where the load is being shipped.

Incident Name: Name of the incident.

Incident Number: Do not forget the state identifier.

Accounting/Management Code: Enter original numbers assigned, P numbers and BLM charge codes.

Contact/Phone: Name and telephone number in case of questions or a problem with shipment.

Carrier/Driver/Vehicle Number: Name and number of the vehicle and driver.

Pieces: Number of cartons/boxes/packages on the delivery.

ETD: Estimated time of departure from “Ship From” location.

ETA: Estimated time of arrival to “Ship To” location.

Hazardous Materials Declaration: Complete per 49 CFR. If you are not trained in the proper handling of hazardous materials, obtain assistance from qualified individual.

Total Quantity: Total, gross or net, including unit of measurement.

Hazardous material must be entered as the first item or highlighted on this form. Hazardous materials must be correctly labeled and placarded.

Emergency Response Phone Number: Obtain from local unit with incident responsibility. Must be a 24-hour, on-call response number.

Item Number: Incident use to identify a specific item.

NFES Number: National Fire Equipment System assigned number

QTY: Quantity

U/I: Unit of Issue

Item of Description: Name of the item.

Property Number: Entered if the item being returned has an assigned property number.

Medical waste must be transported to a licensed facility for proper disposal. Do not ship medical waste to an incident cache. Recycling of plastics, cardboard, etc., is highly recommended and is the responsibility of the incident.

Exhibit 37 – Buying Team Incident Waybill

BUYING TEAM INCIDENT WAYBILL

Vendor's Name: _____ Incident Name: _____

Phone Number: _____ Incident Number: _____

Address: _____ Accounting Code: _____

_____ Delivery Location: _____

Ordered By: _____

Form of Payment: <input type="checkbox"/> Purchase Card <input type="checkbox"/> Check <input type="checkbox"/> BPA	Special Instructions:
---	--------------------------------------

Resource Order No.	Quantity	Description	Cost

Please Return Original WAYBILL & RECEIPTS to the BUYING TEAM

Buying Team Signature _____	Date Assigned _____	Time _____
Runner's Signature _____	Date Assigned _____	Time _____
Transportation Signature _____	Date Assigned _____	Time _____
Supply/Receiver Signature _____	Date Assigned _____	Time _____

Distribution: Buying Team Copy • White Camp Copy • Yellow Transportation Copy • Pink

NFC 002114 NWCg-IBC Test Form (1/2014)

Instruction for form completion:

TYPE 1 OR TYPE 2 INCIDENTS

The incident Supply Unit Leader (SPUL) will be responsible for handling incident replacement requisitions when a Type 1 or Type 2 incident management team is assigned. The SPUL approves replacement requests based on engine inventory sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

- If equipment and supplies are available at the incident for replacement, the request is filled at the incident supply unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is not being immediately demobilized, the Supply Unit will place a resource order for needed items through appropriate channels to the servicing fire cache. The order will be shipped to the incident and replacement will take place at the Supply Unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an *Incident Replacement Requisition* will be completed by the Supply Unit and forwarded to the geographic area cache.
- All national geographic area caches will accept *Incident Replacement Requisitions*.
- Authorized approvals and signatures **MUST** be included on the requisition. For Type 1 and 2 incidents, these approvals are limited to: Incident Supply Unit Leader, Logistics Section Chief, Support Branch Director, Incident Commander or Agency Administrator or Representative.

TYPE 3 OR TYPE 4 INCIDENTS

The hosting unit agency administrator or representative, such as the Fire Management Officer, will be responsible for handling incident replacement requisitions on Type 3 and 4 incidents. The agency representative approves replacement requests based on engine inventory sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

- If equipment and supplies are available at the incident for replacement, the request is filled at the incident host unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is not being immediately demobilized, the hosting unit will place a resource order for needed items through appropriate channels to the servicing fire cache. The order will be shipped to the incident and replacement will take place at the host unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an *Incident*

Replacement Requisition will be completed by the host unit and forwarded to the geographic area cache.

- All national geographic area caches will accept *Incident Replacement Requisitions*.
- Type 3 and 4 incident approvals are limited to the Agency Administrator or Representative (i.e., Fire Management Officer).

Replacement orders must be processed within 30 days of control of the incident.

The incident's servicing cache may forward completed requisitions to the requesting unit's geographic area cache for processing.

If a cache is unable to fill the request (i.e., does not stock item), the cache will forward request to the closest cache that does stock the item for processing.

Exhibit 39 – Property Loss Or Damage Report Fire Suppression, OF-289

<p align="center">PROPERTY LOSS OR DAMAGE REPORT Fire Suppression</p>		1. CREW NAME OR NO.	2. ID NO. (Form OF-288, Emerg. Firefighter Time Report)
		3. ISSUED TO (Name and Address)	
4. ISSUING OFFICE OR GAMP NAME			
5. FIRE NAME	6. FIRE NO.	7. TYPE EMPLOYEE (Mark one with "X") <input type="checkbox"/> Regular Govt. <input type="checkbox"/> Casual Firefighter <input type="checkbox"/> Other _____	
8. DESCRIPTION OF PROPERTY LOST OR DAMAGED (Include Property No., if applicable)			QUANTITY
a.			
b.			
c.			
9. Employee report on circumstances of loss or damage to property listed:			
10. SIGNATURE			11. DATE
12. Witness report:			
13. SIGNATURE			14. DATE
15. Fire Boss or Property Control Officer comments regarding loss or damage:			
16. SIGNATURE		17. TITLE	18. DATE

NSN 7540-01-124-7634

OPTIONAL FORM 289 (9-81)
 USGPO WASHINGTON
 50269-101

Chapter 40 – Incident Business Management Coordination

OBJECTIVE

This chapter establishes guidelines for coordination responsibilities between the incident agency and the incident management team (IMT). Each agency/geographic area should supplement this chapter to meet specific needs.

RESPONSIBILITIES

Incident Agency responsibilities:

- Establish business management requirements and monitor the quality and/or progress of incident business management throughout the incident.

Incident Management Team responsibilities:

- Ensure all incident business management requirements are met prior to close-out with the incident agency or transfer of command to another IMT.

DEFINITIONS

Definitions used throughout this handbook are located in the Glossary.

INCIDENT AGENCY COORDINATION

The incident agency should prepare an IMT briefing package addressing agency requirements in advance of the incident to facilitate the exchange of information during the initial briefing. The Agency Administrator may designate an Administrative Representative to monitor business management activities through visits to the incident site and support sites. Information on the Agency Administrator's incident business management responsibilities can be found at: <https://www.nwcg.gov/committees/incident-business-committee/resources/incident-business-committee-instructional-tools-and-references>

Business Management Briefing Package. As part of the briefing package, the Agency Administrator should provide incident business management information and expectations to the IMT (refer to Appendix B for Sample Incident Business Operating Guidelines). The information should contain:

- Identification of the Incident Business Advisor (IBA) or other agency personnel with administrative/fiscal oversight responsibilities. The IBA works under the direct supervision of the Agency Administrator and in coordination with the IMT. The primary duty of the IBA is to provide the Agency Administrator or their delegate with an overview of incident management business practices, make recommendations for improvements, and facilitate communication with the IMT and other resources assigned in support of the incident. An IBA Field Reference can be found on the

- 1 NWCG Incident Business Committee web page found at:
2 https://www.nwcg.gov/sites/default/files/ibc_field_reference_guide.pdf
- 3 • Names with office and cell phone numbers of incident agency contacts for
4 each function (Compensation/Claims, Time, Procurement, Property, and
5 Cost). These contacts should be prepared to meet with IMT members to
6 discuss agency specific policies and procedures. Written policy and
7 procedures should be made available to the IMT.
 - 8 • Availability of, or need for, acquisition and fiscal support, e.g., buying
9 team, administrative payment team, and the requirements of each.
 - 10 • Written guidelines regarding final incident package requirements and
11 performance standards. Incident Finance Package (IFP) requirements
12 should be provided to the IMT at the initial briefing to establish the
13 documentation process for the incident. IFP guidelines can be found in the
14 exhibits at the end of the chapter. These guidelines should be supplemented
15 to meet the specific needs of the incident agency.
 - 16 • Incident management records policy and guidance can be found at
17 [https://www.nwcg.gov/?q=committees/incident-records-](https://www.nwcg.gov/?q=committees/incident-records-subcommittee/resources)
18 [subcommittee/resources](https://www.nwcg.gov/?q=committees/incident-records-subcommittee/resources)
 - 19 ○ Any other agency specific issues, requirements, or information such as:
 - 20 ○ Potential claim areas
 - 21 ○ Cooperative and/or mutual aid agreements and contacts
 - 22 ○ Cost share criteria
 - 23 ○ Payment procedures
 - 24 ○ Military operations
 - 25 ○ Use of National Guard
 - 26 ○ Service and Supply Plan (Chapter 20)
 - 27 ○ Property Management Guidelines (Chapter 30)
 - 28 ○ Geographic Area Supplement, e.g., equipment rates, AD exception
29 positions
 - 30 ○ Recycling (Chapter 30)
 - 31 ○ Incident records documentation (reference
32 [https://www.nwcg.gov/?q=committees/incident-records-](https://www.nwcg.gov/?q=committees/incident-records-subcommittee/resources)
33 [subcommittee/resources](https://www.nwcg.gov/?q=committees/incident-records-subcommittee/resources))
 - 34 ○ Local cache items available, e.g., fax machines, coolers, chairs, phones
 - 35 ○ Procedures and requirements for uploading the e-ISuite database to the
36 National Data Repository (<https://famit.nwcg.gov/applications/eisuite>)
 - 37 ○ Delegation of Administratively Determined (casual) hiring authority, if
38 appropriate
 - 39 • Release of incident management team. The Agency Administrator should
40 consider the business management requirements of the incident when

1 determining the release of the IMT. The Administrative Representative will
2 coordinate a close-out session with the Finance/Administration Section, at
3 which time the IFP will be reviewed.

4 **INCIDENT MANAGEMENT TEAM (IMT)** 5 **COORDINATION**

6 The Finance/Administration Section Chief (FSC) facilitates initial and continued
7 contact with the incident agency Administrative Representative regarding
8 agency requirements and expectations, IFP and close-out requirements.

9 The IMT is responsible for adequate documentation of all actions taken in
10 relation to business management, resolving problems and issues as they occur,
11 and providing the incident agency with an IFP that will facilitate payments,
12 processing of claims, and resolving outstanding problems. The IFP is a separate
13 and distinct package from the incident records maintained by the Planning
14 Section. The incident agency may require a close-out report be provided by
15 functional area. This report usually provides summarized information by
16 function, e.g., cost saving measures identified and/or implemented by the IMT
17 for use by the incident agency after the IMT is released and the incident is
18 completed.

19 Submission of the IFP in accordance with established guidelines is required
20 prior to release of the IMT.

21 The IMT provides the Administrative Representative with a list of
22 Finance/Administration and Logistics Section members' home unit addresses
23 and telephone numbers.

24 The Finance/Administration Section attends a close-out session scheduled by the
25 Administrative Representative to review the IFP. This meeting is in addition to
26 the IMT close-out.

27 If the IMT is being released prior to the end of the incident, the incoming
28 Finance/Administration Section, the Administrative Representative, and the
29 departing Finance/Administration Section participate in a transition briefing.
30 The outgoing IMT is responsible to ensure that all documentation, including
31 payment packages, decision documents, and contractor performance evaluations,
32 are complete prior to transfer of command per incident agency requirements.

33 **BUYING TEAM COORDINATION**

34 Buying teams are ordered by the incident agency and report to the Agency
35 Administrator or other designated incident agency personnel. Buying teams
36 work with the local administrative staff to support the incident acquisition effort.

37 The geographic area determines the composition of buying teams used
38 internally. Each geographic area shall train and provide a minimum of one
39 buying team for national dispatch. (reference the National Interagency
40 Mobilization Guide)

1 The Buying Team Leader coordinates with the incident agency, expanded
2 dispatch and the IMT to ensure goods and services are purchased in accordance
3 with incident agency policy and maintains proper documentation in accordance
4 with the National Buying Team Guide, PMS 315 and incident agency
5 requirements. Buying teams maintain a log and report the purchase of
6 accountable property to the incident agency.

7 Buying teams should not be utilized as “de facto” payment teams. Incident
8 agencies should order an Administrative Payment Team if the incident situation
9 warrants.

10 **ADMINISTRATIVE PAYMENT TEAM (APT)** 11 **COORDINATION**

12 APTs are ordered by the incident agency and report to the Agency Administrator
13 or other designated incident agency personnel. APTs work with the local
14 administrative staff to expedite incident payments. An APT should only be
15 ordered when the length of the incident is of a long duration and/or the incident
16 agency does not have the resources to process payments within prompt payment
17 timeframes.

18 The APT is authorized to make payment for supplies, materials, services, and
19 equipment rental utilized on an incident in accordance with APT guidelines and
20 incident agency policy. The APT forwards the original payment documentation
21 to the National Park Service Accounting Operations Center (AOC) for retention
22 and provides the incident agency with copies of all documentation per incident
23 agency direction.

24 The APT communicates payment package, audit, and processing requirements
25 to the FSC, buying team, and incident agency administrative staff.

26 **INCIDENT INFORMATION TECHNOLOGY** 27 **COORDINATION**

28 Computer systems include desktop computers, laptop computers, thin client
29 computers, and peripherals used in either a network or stand-alone environment
30 that supports an incident at the Incident Command Post (ICP) and the remote
31 sites managed by the ICP.

32 It is the responsibility of the Computer Technical Specialist (CTSP) or the
33 person filling the incident information technology role to adhere to agency
34 policy regarding incident security standards. Incident agencies may provide
35 additional information technology (IT) direction in written form to IMTs to
36 further define security policies and standards in order to maintain IT security
37 controls at the incident site, meet operational requirements to support the
38 incident, and protect the confidentiality, integrity and availability of electronic
39 data. In addition to incident security standards, individuals will adhere to their
40 home unit IT policies on equipment provided by their agency. Standard

1 practices should include, but are not limited to: prohibited password sharing,
2 prohibiting unauthorized use of computer systems, adhering to the proper use of
3 the internet. All users of the incident computer system will be held accountable
4 for any unauthorized or inappropriate activity that occurs on a computer under
5 their login credentials.

6 Only authorized computer systems should be taken to an incident. Computer
7 systems may be connected to an incident agency in a controlled and negotiated
8 manner. Once a computer system is released from the incident, it should only be
9 reconnected to the home unit corporate network after meeting home unit agency
10 security standard requirements. Leased or rented systems must have the hard
11 drives completely sanitized of all data using write-over technology before it is
12 returned to the vendor. It is the responsibility of the CTSP to determine what
13 computers are added to the incident network.

14 When e-ISuite is used on an incident the IMT is required to upload the e-ISuite
15 database to the National Data Repository (reference instructions at
16 <https://famit.nwccg.gov/applications/eisuite> and provide an electronic version to
17 the incident agency in the final incident package with the necessary passwords.
18 The incident agency maintains this copy as the official database. IMT members
19 and incident personnel will not take any database copies with them when leaving
20 the incident. The Agency Administrator is responsible to ensure the IMT has
21 complied with this requirement prior to release of the team.

22 **OTHER TEAM COORDINATION**

23 During the course of the incident, the incident agency may utilize special teams,
24 e.g., Burned Area Emergency Response (BAER), Prevention, Cost Review, Cost
25 Apportionment, Fire and Aviation Safety Team (FAST), Investigation, etc. The
26 Agency Administrator or their designee coordinates with the IMT and support
27 units to assist in meeting the objectives of the special teams. Reference
28 appropriate agency/interagency handbook for specific team responsibilities and
29 expectations, e.g., BAER Handbook.

30 **EXHIBITS**

31 [Exhibit 40 – Time Unit Incident Finance Package Guidelines](#)

32 [Exhibit 41 – Commissary Incident Finance Package Guidelines](#)

33 [Exhibit 42 – Compensation/Claims Unit Incident Finance Package Guidelines](#)

34 [Exhibit 43 – Procurement Unit Incident Finance Package Guidelines](#)

35 [Exhibit 44 – Cost Unit Incident Finance Package Guidelines](#)

1 Exhibit 40 - Time Unit Incident Finance Package Guidelines

2 This list may be used by the incident agency to identify the Time Unit
3 requirements for the IFP and may be amended to meet agency specific
4 requirements.

- 5 • Written narrative summarizing actions, and decisions of the Time Unit
6 Leader including documentation of outstanding items, unresolved issues,
7 and problems. Provide recommendations for resolution.
- 8 • Logs: Originals of all logs, e.g., excess hour log, operational period logs.
- 9 • Documentation of excess hours worked and mitigation measures approved
10 by the Incident Commander.
- 11 • AD payment transmittal documentation.
- 12 • *Incident Time Reports*, OF-288.
 - 13 1. Crews:
 - 14 • File copies are to be grouped by crew, alphabetized within the
 - 15 crew, and labeled with crew name.
 - 16 • Copy of crew agreement if applicable.
 - 17 2. Single Resource:
 - 18 • Alphabetize file copies and label appropriately.
 - 19 • Ensure *Single Resource Casual Hire Information* is attached.
 - 20 • Ensure documentation supporting additions and deductions is
 - 21 attached.

22 Attach CTRs to OF-288s.

1 Exhibit 41 - Commissary Incident Finance Package Guidelines

2 This list may be used by the incident agency to identify the Commissary
3 requirements for the IFP and may be amended to meet agency specific
4 requirements.

- 5 1. Written narrative documenting decisions and actions of commissary
6 activities.
- 7 2. Written documentation on outstanding items, unresolved issues, and
8 problems. Include recommendations for resolution.
- 9 3. Agency-Provided Commissary:
 - 10 a. File the original *Commissary Accountability Record*, OF-284; receipts
11 for purchases, transfer documents (waybill), and returns/credits; the
12 original *Commissary Issue Records*, OF-287; written inventory; and
13 other pertinent documentation by date/operational period.
 - 14 b. All discrepancies (plus or minus) must be documented in writing
15 (notation in the remarks column of the *Commissary Accountability*
16 *Record*, OF-284, is sufficient).
 - 17 c. Discrepancies, due to missing items, must be accounted for according
18 to incident agency procedures.
 - 19 d. Deliver remaining commissary stock to the incident agency (obtain
20 signature on final *Commissary Accountability Record* in blocks 15-17
21 to document transfer).

**Exhibit 42 – Compensation/Claims Unit Incident Finance Package
Guidelines**

This list may be used by the incident agency to identify the Compensation for Injury requirements for the IFP and may be amended to meet agency specific requirements.

1. Written general narrative documenting actions and decisions of the Compensation/Claims Unit Leader without including any Privacy Act protected information. Examples of information for the narrative include: statistical information regarding number of claims filed, number of medical authorizations issued, medical facilities utilized and outstanding cases.
2. Injury Compensation Documents.
 - a. No injury/illness claim documentation shall be kept in the IFP.
 - b. Remaining incident personnel hospitalized and follow-up needed.
 - c. Submit original injury/illness log.
 - d. APMC log, if APMC was utilized.

This list may be used by the incident agency to identify the Claims requirements for the IFP and may be amended to meet agency specific requirements.

1. Written narrative documenting actions and decisions of the Claims Specialist or Compensation/Claims Unit Leader.
2. Written documentation on all outstanding items, unresolved issues, problems, etc. Include recommendations for resolution.
3. Claim Documents.
 - a. Submit original Claims Log.
 - b. Personal Property Loss/Damage Claims: Utilize the *Incident Claims Case File Envelope*. Provide original documentation including written claim, supervisor statement, investigation report, etc. Include incident recommendations as appropriate.
 - c. Potential Claims: Utilize the *Incident Claims Case File Envelope*. Provide documentation (pictures, statements, written reports, maps, etc.) on all potential claims.

Exhibit 43 - Procurement Unit Incident Finance Package Guidelines

The incident agency may add to the following guidelines with agency specific requirements.

1. Written narrative documenting actions and decisions of the Procurement Unit Leader, Contracting Officer, and/or Procurement Officer.
2. Equipment Files – Utilize the *Emergency Equipment Rental-Use Envelope*, OF-305; file alphabetically. Identify follow-up needed and provide recommendations for solutions. Identify partial payments made on the equipment envelope. Individual *Emergency Equipment Rental-Use Envelopes* shall include:
 - a. Applicable agreement
 - b. *Vehicle/Heavy Equipment Pre-Use Inspection Checklist*, OF-296
 - c. *Emergency Equipment Shift Tickets*, OF-297 (in chronological order)
 - d. *Emergency Equipment Use Invoice*, OF-286, completed and signed
 - e. *Emergency Equipment Fuel and Oil Issues*, OF-304
 - f. *Resource Order*
 - g. *Commissary Issue Records*, OF-287
 - h. Other deduction/reimbursement documentation, e.g., agency-provided repair/parts invoices
 - i. Documentation of existing or potential contract claims
 - j. Follow-up required
 - k. Copy of contractor performance evaluationsOriginal documentation is submitted to the payment office designated on the contract/agreement. If a payment office is not designated on the contract/agreement, the jurisdictional agency is responsible for processing payment. Retain a complete copy of all documentation for the IFP.
3. Documentation of all land use and other agreements has been entered into by the IMT. Documentation shall include:
 - a. Original agreement
 - b. Pre-use and final inspection
 - c. Release from liability, if applicable
 - d. Pictures, statements, etc.
 - e. Identify follow-up needed and provide recommendation for resolution
4. Documentation of all purchases made by the incident personnel, e.g., agency charge card or convenience check purchases
5. Equipment payment transmittal documentation.

1 Exhibit 44 - Cost Unit Incident Finance Package Guidelines

2 This list may be used by the incident agency to identify the Cost Unit
3 requirements for the IFP and may be amended to meet agency specific
4 requirements.

- 5 1. Written narrative documenting actions and decisions of the Cost Unit
6 Leader.
- 7 2. Written documentation on all outstanding items, unresolved issues,
8 problems, etc. Include recommendations for resolution.
- 9 3. Original cost reports showing daily cost estimate by major categories
10 (personnel, equipment, aircraft, etc.).
- 11 4. Original daily cost estimates with supporting documentation. Sort
12 chronologically.
- 13 5. Originals of cost analysis and cost savings measures.
- 14 6. Copies of accrual reports submitted to the incident agency, if applicable.
- 15 7. Other documentation including computer-generated reports, graphs, and
16 printouts.
- 17 8. Copies of cost share agreements.
- 18 9. Cost projections as appropriate.

Chapter 50 – Interagency Cooperative Relations

OBJECTIVE

This chapter provides information and guidelines relating to interagency agreements, cooperative agreements, Presidential emergency or disaster declarations through the Federal Emergency Management Agency (FEMA), declarations under the FEMA Fire Management Assistance Grant (FMAG) program, and use of the military for domestic response duties.

RESPONSIBILITIES

Incident agency responsibilities:

- Provide a copy of applicable agreements, including associated exhibits, along with annually reviewed operating plans to incident management personnel in order to ensure compliance and avoid misunderstandings.
- Negotiate additions or changes to applicable Operating Plan(s) when needed and distribute copies of the modified Operating Plan(s), as appropriate.

Incident Management Team responsibilities:

- Ensure the terms and conditions of agreements, including associated exhibits and operating plans are adhered to, e.g., appropriately managing and utilizing equipment, personnel, supplies, and documenting costs.

Finance/Administration Section Chief responsibilities:

- Know the provisions in the agreements have a bearing on incident business management and related record keeping.

DEFINITIONS

Definitions used throughout this handbook are located in the Glossary.

FORMAL AGREEMENTS

Formal agreements include any written document between parties, public or private. Signatory parties must have authority to represent their respective agencies. Agreements specify each party's responsibilities with respect to mutual objectives and the manner in which such responsibilities will be carried out.

Agreements Between U.S. Government Agencies

The requesting or lead agency is responsible to distribute copies, as necessary, or provide copies of nationwide agreements, e.g., Air Traffic Services Support and Meteorological Services, to the National Interagency Coordination Center (NICC) for inclusion in the National Interagency Mobilization Guide located at <https://www.nifc.gov/nicc/mobguide/index.html>, or other appropriate distribution method.

- 1 • **Executive Agency or Departmental Level** - These agreements require
2 statutory authority and are between or among executive agencies or
3 departments; for example, United States Department of Agriculture, United
4 States Department of the Interior, or the United States Department of
5 Defense.

6 The interagency agreement between the United States Department of the
7 Interior, Bureau of Land Management (BLM), Bureau of Indian Affairs
8 (BIA), National Park Service (NPS), Fish and Wildlife Service (FWS), and
9 the United States Department of Agriculture, Forest Service (FS), provides
10 the basis for cooperation between and among the agencies on all aspects of
11 wildland fire management and in all-hazards emergency response function
12 activities as requested and authorized under the Robert T. Stafford Disaster
13 Relief & Emergency Assistance Act. The interagency agreement facilitates
14 the exchange of personnel, equipment (including aircraft), supplies,
15 services, and funds among the federal agencies. A copy of this agreement
16 can be found at <https://www.nifc.gov/nicc/logistics/references.htm>

- 17 • **Bureau Level** - These are agreements between or among principal sub-
18 units of executive agencies or departments, for example, BLM, FS, BIA,
19 NPS, or FWS.
- 20 • **Area Level** - These are agreements between or among regions, areas, or
21 other major geographical subdivisions of federal bureaus.
- 22 • **Local Level** - These are agreements between or among forests, districts,
23 parks, reservations, refuges, etc.

24 **Agreements with Tribes**

25 Under P.L. 93-638, Indian Self-Determination and Education Act as amended,
26 tribes are authorized to assume (through a contract, compact, commercial
27 agreement or cooperative agreement) functions normally accomplished by the
28 federal government.

29 The annual work plan, as applicable, in the contract, compact, or agreement may
30 not address interagency incident management; however, the tribe is to be treated
31 on a government-to-government basis, and federal support should not be
32 withheld or billed. Before tribal employees and/or equipment are used in
33 support functions on other federal or state jurisdiction, an agreement should be
34 in place to reimburse the tribe. This may be in their contract or compact. A
35 Contract Officers Representative (COR) or a Federal Trust Officer should be
36 available who can assist the IMT in coordination with the tribe.

37 **Agreements between Federal, State Fire Organizations and Local** 38 **Governments**

39 It is common for the federal wildland fire agencies to have a cooperative
40 agreement with their respective state agency. The federal agency must have
41 statutory authority to enter into the agreement. These agreements and their

1 corresponding operating plans outline the terms and conditions for sharing
2 resources and processing reimbursement.

3 In some states, city, county, and rural fire service organizations are considered
4 state resources and are subject to the conditions in the state/federal agreement.
5 The payment to those resources will be completed through the terms of the
6 agreement with the state. In other instances, local fire service organizations may
7 have an agreement with their local federal agency and the terms of that
8 agreement will be followed for payment.

9 Equipment and operating personnel obtained from city, county or rural fire
10 departments are normally ordered and reimbursed in accordance with these
11 existing cooperative agreements. Provisions found in Chapter 10 apply to
12 resources ordered through a Cooperative Agreement unless otherwise expressly
13 stated in the specific agreement.

14 Cooperators need to provide the Finance Section a copy of their applicable
15 agreement/operating plan payment guidelines. Finance Section personnel
16 should read and understand the terms of these documents to understand unique
17 requirements and processes related to timekeeping for personnel and equipment,
18 and property loss and damage specifications.

19 **Agreements with Foreign Government Entities**

20 Foreign government agreements are completed at the national level and require
21 specific authority.

22 **Cost Share Agreements for Multi-Jurisdiction Incidents**

23 The authority, guidelines, and process for entering into a cost share agreement
24 are outlined in the agreement between the affected parties. The FSC should
25 review the agreement, including associated exhibits, and any related operating
26 plans for direction applicable to the specific cooperators (Chapter 80).

27 **STATE FIRE MANAGEMENT ASSISTANCE**

28 **Authority**

29 Section 420 of the Stafford Act authorizes the President to provide financial
30 support to States for wildland fire management through the *Fire Management*
31 *Assistance Grant* (FMAG program). Under the FMAG program, FEMA
32 provides assistance, including grants, equipment, supplies, and personnel, to any
33 state, tribal or local government specifically for the mitigation, management,
34 and control of any fire on publicly- or privately-owned forest land or grassland
35 that threatens such destruction as would constitute a major disaster.

36 **Process**

37 The state may submit a declaration request under the FMAG program to the
38 FEMA Regional Administrator while the fire is burning uncontrolled and
39 threatening such destruction as would constitute a major disaster. A state's

1 declaration request is evaluated by FEMA in consultation with a “Principal
2 Advisor” from FS or BLM on the threat posed by a fire or fire complex based on
3 the threat to lives and improved property, including critical
4 facilities/infrastructure and critical watersheds. The Principal Advisor reviews
5 and confirms elements of the request. FEMA does not reimburse FS or BLM
6 for the services of a Principal Advisor.

7 Following FEMA’s approval of the declaration request, the state may request
8 funding assistance for eligible activities that include fire management assistance
9 and associated emergency work. Eligible costs may include expenses for
10 camps; equipment use, repair and replacement; tools, materials and supplies; and
11 mobilization and demobilization activities. Pre-positioning resources may also
12 be an eligible activity. The state reimburses assisting agencies at 100% and,
13 through the issuance of a FMAG, FEMA reimburses the state 75% of these
14 costs. The amount of the FMAG is not determined until all of the costs of the
15 declared fire are calculated and submitted to FEMA.

16 In cases where a state has requested a FMAG declaration from FEMA, incident
17 management personnel may be asked to help state personnel or the Principal
18 Advisor obtain information to support the state’s request.

19 Should an incident be declared a FMAG fire, the state and the IMT work
20 together to ensure existing agreements and cost accounting procedures are
21 adequate to provide a clear, supportable record of the state's share of incident
22 costs. In most cases, the costs need to be identified by operational period.

23 FEMA Fire Management Assistance will be provided only for the eligible
24 incident period identified as meeting the criteria of a threat under the definitions
25 of the Act and the FMAG program. Based upon information provided during or
26 after the incident, FEMA determines the eligible incident period. The beginning
27 of the incident period may vary but it generally ends once the fire is controlled
28 or the imminent threat of a major disaster no longer exists.

29 Detailed fiscal records are essential to identify and substantiate the state
30 expenditures that are eligible for reimbursement under the FMAG program.

31 IMTs should consider the following:

- 32 • If a state agency is the protecting or responsible agency for lands involved
33 or threatened by the fire, ask the state officials whether a request for FEMA
34 fire management assistance has been made or is contemplated.
- 35 • If the answer is “yes”, the Incident Commander and the FSC should meet
36 with the state officials to establish the cost accounting requirements and
37 documentation required to meet the needs of the state under the FMAG
38 program.
- 39 • Request copies of all cooperative fire agreements, including associated
40 exhibits and operating plans, between the state and their local and federal
41 cooperators, as well as any cost share agreements.

- 1 • Make sure all pay documents include the specific incident order and request
2 number(s). FEMA will look for this cross reference when auditing the
3 incident records for reimbursements.

4 **MILITARY INVOLVEMENT**

5 **Authority**

6 The Interagency Agreement between United States Department of Defense
7 (DoD) and United States Departments of Agriculture and Interior is published at
8 <https://www.nifc.gov/nicc/logistics/references.htm>. The information contained
9 in the agreement and Military Use Handbook provides responsibilities, policies,
10 and operational procedures regarding the military's support to the wildland fire
11 management agencies, which includes request and use of their qualified civilian
12 employees.

13 **Responsibility**

14 The protocols for activating the military in support of fire emergencies occurring
15 within the continental United States are provided in the *Military Use Handbook*.
16 The direction contained in Chapter 10 and Chapter 20 provides the necessary
17 information on the deployment and operational use of military resources.
18 Chapter 100 provides incident business management guidelines and procedures.

19 The *Military Use Handbook* provides detailed information regarding agency
20 personnel support staff interface with the military organization.

21 **Modular Airborne Fire Fighting System (MAFFS)**

22 The protocols for activating and utilizing the Modular Airborne Fire Fighting
23 System (MAFFS) for airtanker support during an emergency are outlined in the
24 *National Interagency Mobilization Guide*, Chapter 50 Aircraft.

25 **Military Costs and Billings**

26 Obtain reimbursable military costs from the onsite military Officer-in-Charge
27 and include in the Remarks block on the *Incident Status Summary*, ICS-209.
28 The DoD will be reimbursed for all their costs associated with incident support.
29 Reference the appropriate agreement and the *Military Use Handbook* for
30 reimbursement criteria.

1 **Chapter 60 – Accident Investigation and Reporting**

2 This chapter has been removed from the *Interagency Incident Business*
3 *Management Handbook*. For accident investigation and reporting requirements,
4 please coordinate with the incident Safety Officer and reference agency specific
5 policy. For federal agencies see the *Interagency Standards for Fire and Fire*
6 *Aviation Operations* (Red Book).

7 For injury reporting requirements reference Chapter 10.

8 For the *Motor Vehicle Accident Report*, SF-91 and the *Statement of Witness*, SF-
9 94 reference Chapter 70.

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Chapter 70 - Claims

OBJECTIVE

This chapter sets forth procedures governing claims for and against the government.

Claims against the government may be filed by any aggrieved person, or his/her authorized agent or legal representative. Claims may be filed for property loss, property damage, personal injury, or death.

Claims for personal injury of regular government employees and casualties are processed as outlined in Chapter 10.

The government is mandated to collect for damage to, or loss of, its property.

AUTHORITIES

Claims may be processed under authority of the following:

Contract Disputes Act of 1978 – Claims arising under, or related to, contracts are settled under the Contract Disputes Act of 1978. Claims under the Contracts Disputes Act may be filed by the contractor against the government or by the government against the contractor, when either party believes it has been harmed by the others actions outside the terms and conditions of the contract. A contracting officer is the only person authorized to settle these claims (Chapter 20).

Federal Tort Claims Act (28 USC 1346(b) and 2671-2680) – This Act provides for the filing of claims against the United States for personal property damage or loss, personal injury, or wrongful death caused by the negligent or wrongful acts or omissions of federal government employees while acting within the scope of their employment, under circumstances where the United States, if regarded as a private person, would be liable to the claimant in accordance with the law of the state where the act or omission occurred. Only the USDA Office of the General Counsel (OGC) and the USDI Office of the Solicitor have the authority to settle claims under the Federal Tort Claims Act.

Non-Tort Act of May 27, 1930 (Property Damage) (16 USC 574) – This Act authorizes the Secretary of Agriculture to reimburse private property owners for damage or destruction caused by United States employees in connection with the protection, administration, and improvement of the National Forest. The Act provides a maximum amount payable of \$2,500. This statute provides relief only when the United States inflicts damage on others in protecting, administering, or improving the National Forest. It is not intended to pay for damages incident to actions taken primarily to meet the needs of the private owner in relief from the same threat or situation facing government property, e.g., extinguishing fires which threaten private property. In order to apply this Act, there must be no negligence on the part of the federal government and

1 damage cannot be due to the sole protection of private property. If either of
2 these two conditions exists, the claim cannot be allowed under this Act and must
3 be considered under the Federal Tort Claims Act. Only appropriately designated
4 officials have authority to settle claims under this Act.

5 Military Personnel and Civilian Employees Claims Act (31 USC 3721.) –
6 Federal regular government employees, volunteers, and casuals may file claims
7 for loss of or damage to personal property, provided possession of the property
8 was reasonable, useful, and proper under the circumstances, and the loss or
9 damage occurred incident to the individuals service. Normally, human resource
10 program enrollees, contractors or employees of contractors, employees of
11 cooperators, state employees or inmates assigned to incidents are not covered
12 under this Act. Interagency agreements should provide that each agency process
13 claims of its own personnel. Only specific individuals have the authority to
14 settle claims under this Act.

15 State Authorities – State procedures regarding claims resolution vary. Contact
16 appropriate state representative for specific guidance and documentation
17 requirements.

18 **RESPONSIBILITIES**

19 Agency Administrator responsibilities:

- 20 • Ensure procedures outlined in this handbook are implemented and followed.
- 21 • Provide an incident agency claims contact for the Compensation/Claims
22 Unit Leader.
- 23 • Provide incident agency guidelines and/or procedures for investigating and
24 processing claims.
- 25 • Notify the incident agency's legal counsel or other officials as appropriate.
- 26 • Submit claims from incident personnel based on agency procedures.

27 Incident Commander responsibilities:

- 28 • Manage the overall claims program on the incident.
- 29 • Ensure claims are investigated and documented.
- 30 • Initiate an investigation by an independent investigation team, as necessary.

31 Finance/Administration Section Chief responsibilities:

- 32 • Initiate an investigation of each claim.
- 33 • Provide recommendations for each claim (approve or deny), along with a
34 statement explaining the basis for the recommendation to the incident
35 agency.
- 36 • Coordinate with the Safety Officer, other section chiefs, and other incident
37 personnel to ensure all required forms, information, and documentation are
38 obtained.

1 Compensation/Claims Unit Leader or Claims Specialist responsibilities:

- 2 • Establish and ensure a system for investigating, documenting, and
3 processing claims is implemented.
- 4 • Coordinate with incident personnel who may have information pertinent to
5 a claim, e.g., the Ground Support Unit Leader for motor vehicle claims, law
6 enforcement/security personnel for stolen property claims.
- 7 • Advise potential claimants of the claims process, upon request.

8 Incident personnel responsibilities:

- 9 • Report to their supervisor any accident, incident, or property damage which
10 has resulted, or may result, in a claim against or for the government.

11 Supervisor responsibilities:

- 12 • Report the accident or incident to both the Safety Officer and the
13 Finance/Administration Section Chief.

14 Safety Officer responsibilities:

- 15 • Coordinate investigations.

16 Contracting Officer responsibilities:

- 17 • Settle contract claims within their authority and in conjunction with incident
18 agency policy.

19 Claimant responsibilities:

- 20 • Comply with established incident agency and home unit policies and
21 procedures in filing claims.

22 **DEFINITIONS**

23 Definitions used throughout this handbook are contained in the Glossary.

24 Claim – A written demand for a specific amount of money or other objects of
25 value, other than ordinary obligations incurred for services, supplies, or things.

26 Claimant – An individual, partnership, association, corporation, country, the
27 federal government, state, or other political subdivision asserting a right,
28 demand, or claim against another entity.

29 Contract – Any written agreement giving one party a right, a service, or a
30 commodity in exchange for a right, a service, or a commodity. Contracts
31 include land use permits, purchase orders, equipment rental agreements, leases,
32 etc.

33 Government Vehicle – A vehicle owned by, on loan to, leased or rented by the
34 government.

1 Negligence – Failure to exercise a degree of care, which a careful and prudent
2 (reasonable) person would exercise under similar circumstances.

3 Solicitor/Office of the General Counsel – Legal counsel to the Department of the
4 Interior and the Department of Agriculture, respectively. Legal counsel is solely
5 authorized to determine and settle tort claims.

6 Tort – A private or civil wrong or injury, inflicted or caused by a negligent or
7 wrongful act or omission, giving the person who suffers from the wrong a right
8 of action for damages. It is also defined as a breach of legal duty not imposed
9 by contract.

10 CLAIMS INVESTIGATIONS

11 All accidents, incidents or property damage which may result in a claim for or
12 against the government must be promptly investigated and clearly reported by a
13 trained investigator or other qualified personnel. Ideally, the investigation is
14 completed by law enforcement personnel in coordination with the Safety
15 Officer. Serious accidents, e.g., fatality or hospitalization of three or more
16 personnel, substantial property damage, or serious personal injury will normally
17 be investigated by an independent investigation team.

18 Investigations should be made while witnesses are available, before damages
19 have been repaired, and prior to presentation of claims.

20 If a motor vehicle accident occurs on public roads it will be investigated by the
21 appropriate law enforcement agencies and in accordance with jurisdictional
22 agency policy. *The Motor Vehicle Accident Report*, SF-91, and the *Statement of*
23 *Witness*, SF-94, (Exhibits 45 and 46) may be used to document motor vehicle
24 accidents.

25 The incident agency should not commission special Claims Damage Assessment
26 Teams, except in unusual circumstances.

27 CLAIMS FILING

28 A claim shall be deemed to have been presented when an incident agency, home
29 unit, or other designated office receives written notification, accompanied by a
30 claim for money damages in sum certain (for a specific amount) from a
31 claimant, or his/her duly authorized agent or legal representative. Claims may
32 be presented on a *Claim for Damage, Injury, or Death*, SF-95, for tort claims,
33 agency-specific form for employee claims, or in other written form such as a
34 letter (Exhibit 47).

1 **CONTRACT CLAIMS**

2 Contract claims (e.g., claims involving the rental of equipment or vehicles) are
3 covered under the Contract Disputes Act of 1978 (reference Chapter 20 Contract
4 Claims).

5 The incident contracting officer can adjudicate contract claims within their
6 warrant authority and limits set by the incident agency. For incident adjudicated
7 claims, the vendor is normally compensated through the *Emergency Equipment*
8 *Use Invoice*, OF-286, payment process.

9 **TORT CLAIMS**

10 The *Claim for Damage, Injury, or Death* form, SF-95 (Exhibit 47) or other
11 written document, should be provided when requested, when a person states a
12 desire to file a claim, or when a person expresses the opinion that some
13 compensation should be made. The SF-95 should not be volunteered as a
14 routine matter of business.

15 It is the responsibility of private property owners to document and substantiate
16 any claims filed for damage to or loss of personal property. Claimants must
17 determine and initiate their claims without the aid of government employees.
18 They must rely on their own knowledge and records, and assume the burden for
19 proving the government negligent and for documenting their losses.

20 **Claim Documentation Requirements**

21 The claimant must submit the claim through an executed SF-95 (instructions are
22 on the reverse of the form) or other written and signed document. The claimant
23 must provide:

- 24 • Claimant's complete name and address.
- 25 • A statement describing what action or omission of the government caused
26 the damage, loss, or injury (This is the basis for the claim).
- 27 • The sum certain (specific amount) claimed.

28 The claimant should provide the following to support the written claim:

- 29 • Proof of ownership for damaged property. Examples of documentation may
30 include a copy of a vehicle title, registration, deed, or tax documents.
- 31 • Documentation of the amount claimed. Depending on the item(s) claimed,
32 this may include:
 - 33 ○ Two itemized repair estimates or one paid receipt.
 - 34 ○ Medical bills.
 - 35 ○ Physician's statements.
 - 36 ○ If loss of income is claimed, evidence of earnings and time lost from
37 work.

- 1 ○ If repair is not economical or possible, two estimates of replacement
- 2 costs, age of damaged/destroyed property (month and year property
- 3 was obtained), and salvage value, if any.
- 4 • Documentation of the insurance coverage of the property.
- 5 • Witness statement(s) to support the claim.
- 6 • The claim form must be signed by the claimant, the claimant's legal
- 7 representative or authorized agent. If signed by other than the claimant,
- 8 documentation must be provided of the signatory's authority to act in the
- 9 claimant's behalf. Claims for jointly owned property must be signed by all
- 10 legal owners.
- 11 • A claim can be submitted to the incident or to the incident agency. It does
- 12 not have to be filed at the incident.
- 13 • A tort claim must be filed within two years of the date of the incident that
- 14 gave rise to the claim.

15 **Incident Procedures – Tort Claims**

16 Incident personnel, upon receipt/notification of a tort claim:

- 17 • Will record the date the claim was received and initial or sign in the margin
- 18 of the claim form. This is the only information to be entered on the claim
- 19 by incident personnel. Incident personnel may not complete any
- 20 information for the claimant.
- 21 • Will immediately inform the Finance/Administration Section (e.g.,
- 22 Compensation/Claims Unit Leader) of the claim.
- 23 • Shall neither place themselves in a position of advising claimants on claims
- 24 or encouraging or discouraging the filing of claims. Title 18 of the United
- 25 States Code, Section 205, specifically prohibits government officials from
- 26 assisting a property owner in the filing and substantiation of a claim.

27 Incident personnel may not:

- 28 • Comment on the merits of a claim
- 29 • Comment on the liability of the incident agency or the private party
- 30 • Advise a claimant to, or not to, seek legal counsel
- 31 • Refuse to accept a claim
- 32 • Advise anyone to file a claim

33 The Compensation/Claims Unit will initiate an investigation as appropriate and

34 document the claim on the incident claims log (Exhibit 50). The

35 Compensation/Claims Unit will include all available incident information

36 pertaining to the claim in the claims package, e.g., investigation reports,

37 photographs, witness statements.

1 Tort claim documentation can be filed in the *Incident Claims Case File*
2 *Envelope*, OF-314 (Exhibit 51). An additional copy will be retained in the
3 Incident Finance Package (Exhibit 42). Distribute claims documents in
4 accordance with incident agency procedures.

5 **NON-TORT CLAIMS**

6 Non-tort claims are covered under the Non-Tort Act. Procedures for filing and
7 processing non-tort claims are the same as for tort claims. Incident agency
8 policies should provide direction relative to the payment for immediate repairs
9 to damaged private land outside of the Non-Tort Act, e.g., repairing a wire fence
10 around a water development.

11 **EMPLOYEE CLAIMS**

12 Employee claims from regular federal government employees and federal
13 casuals are covered under the Military Personnel and Civilian Employees
14 Claims Act. Claims from state and local government employees are covered
15 under applicable state regulations.

16 Agencies process claims from their personnel according to agency specific
17 procedures. Agencies may have specific documentation, processing procedures
18 and/or reimbursement limitations.

19 The incident may not approve reimbursement or replacement of personal
20 property. If it is necessary to provide personal property to a regular government
21 employee or casual in order for the individual to perform their duties, e.g.,
22 personal gear lost in a burnover, the personal property must be provided through
23 the commissary process and a payroll deduction (Chapter 10, Commissary).
24 The individual must file a claim in accordance with home unit procedures to
25 document the loss and request reimbursement.

26 **Information to be provided by the Claimant**

27 Employee claims should be filed on the *Employee Claim for Loss or Damage to*
28 *Personal Property*, AD-382 for USDA personnel, DI-570 for USDI personnel
29 (Exhibits 48 and 49), and appropriate state form for state personnel. Most states
30 accept federal forms to initially report the claim.

31 The claim should include:

- 32 • Claimant's name and home address
- 33 • Claimant's home unit address
- 34 • List of specific items claimed
- 35 • Specific amount claimed for each item and total amount claimed
- 36 • Date (month/year) item was originally acquired
- 37 • Purchase price or value when acquired
- 38 • Current repair or replacement cost

- 1 • Statement as to whether lost property was insured, whether claimant filed a
2 claim with insurer, the disposition of the claim, or whether claimant will file
3 a claim with insurer.

4 The claimant must provide documentation to support the written claim. This
5 may include:

- 6 • Original purchase receipts
7 • Receipt for repair or replacement
8 • Two repair estimates if the item has not been repaired
9 • Copies of catalog descriptions or advertisements of the same or like item(s)
10 • Written statements to support the claim. Claimant's statement should
11 address whether the possession of property was necessary to the
12 performance of duty. Include statements from individuals with knowledge
13 of the loss or damage, or at a minimum, a statement from someone who can
14 verify the claimant's possession of the property.
15 • Incident supervisor statement
16 • Photos
17 • Copy of investigation report, if applicable

18 Claims need not be completed at the incident. Claimants may choose to file the
19 claim at their home unit following agency guidelines. Claimants are responsible
20 for obtaining witness and supervisor statements prior to leaving the incident.

21 **Incident Procedures – Employee Claims**

22 Incident personnel will, upon receipt/notification of an employee claim:

- 23 • Record the date the claim was received and initial or sign in the margin of
24 the claim form. This is the only information to be entered by incident
25 personnel. Incident personnel may not complete any information for the
26 claimant.
27 • Immediately inform the Finance/Administration Section, e.g.,
28 Compensation/Claims Unit Leader of the claim.

29 The Compensation/Claims Unit will initiate an investigation as appropriate and
30 document the claim on the incident claims log (Exhibit 50).

31 The Compensation/Claims Unit will contact the claimant's incident supervisor
32 and request a statement. The statement should include the supervisor's name,
33 incident assignment, agency and home unit address and telephone number(s),
34 and signature.

35 The statement should address:

- 36 • Description of the circumstances or event that resulted in the claim.

- 1 • Whether the property claimed was reasonable, useful, or proper under the
- 2 circumstances.
- 3 • Any objections to the allowance of the claim.
- 4 • Any information relative to the validity of the claim.

5 The Compensation/Claims Unit will include any incident information pertaining
6 to the claim, e.g., investigation reports, photographs, witness statements in the
7 claims package.

8 Employee claim documentation can be filed in the *Incident Claims Case File*
9 *Envelope*, OF-314 (Exhibit 51). A copy of all claim documentation will be
10 attached to the claimant's *Incident Time Report*, OF-288. An additional copy
11 will be retained in the Incident Finance Package (Exhibit 42). Distribution of
12 claims documents will be in accordance with incident agency procedures.

13 **GOVERNMENT CLAIMS**

14 A claim for the government, e.g., a private vehicle damaging a government
15 vehicle, must include documentation to support the claim. Processing should be
16 done in accordance with incident agency procedures and policy. Law
17 enforcement personnel should immediately be notified of incidents that may
18 result in a claim for the government.

19 **Government Property Damage**

20 Reference Chapter 30, Property Management, for loss/damage documentation,
21 replacement or repair procedures.

22 **CLAIMS PROCESSING**

23 The incident management team will submit all original claims documentation to
24 the incident agency. The incident agency will review for accuracy and
25 completeness and will forward to the appropriate adjudicating official. This
26 includes forwarding employee claims to the employee's home unit, if different
27 than incident agency. Agencies may have specific documentation, processing
28 procedures and/or reimbursement limitations.

29 **EXHIBITS**

30 [Exhibit 45 – Motor Vehicle Accident Report, SF-91](#)

31 [Exhibit 46 – Statement of Witness, SF-94](#)

32 [Exhibit 47 – Claim for Damage, Injury, or Death, SF-95](#)

33 [Exhibit 48 – Employee Claim for Loss or Damage to Personal Property, AD-382](#)

34 [Exhibit 49 – Employee Claim for Loss or Damage to Personal Property, DI-570](#)

35 [Exhibit 50 – Incident Claims Log](#)

36 [Exhibit 51 – Incident Claims Case File Envelope, OF-314](#)

Exhibit 45 - Motor Vehicle Accident Report, SF-91

Sections I through IX are filled out by the vehicle operator. Section X, items 72 thru 82c are filled out by the operator's supervisor. Section XI thru XII are filled out by an accident investigator for bodily injury, fatality, and/or damage exceeding \$500.

MOTOR VEHICLE ACCIDENT REPORT	Please read the Privacy Act Statement on Page 3	INSTRUCTIONS: Sections I through IX are filled out by the vehicle operator. Section X, items 72 thru 82c are filled on by the operator's supervisor. Section XI thru XIII are filled out by an accident investigator for bodily injury, fatality, and/or damage exceeding \$500.
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SECTION I - FEDERAL VEHICLE DATA

1. DRIVER'S NAME (Last, first, middle)		2. DRIVER'S LICENSE NO./STATE/LIMITATIONS			DATE OF ACCIDENT			
4a. DEPARTMENT/FEDERAL AGENCY PERMANENT OFFICE ADDRESS							4b. WORK TELEPHONE NUMBER	
5. TAG OR IDENTIFICATION NUMBER		6. EST. REPAIR COST \$	7. YEAR OF VEHICLE	8. MAKE	9. MODEL	10. SEAT BELTS USED <input type="checkbox"/> YES <input type="checkbox"/> NO		
11. DESCRIBE VEHICLE DAMAGE								

SECTION II - OTHER VEHICLE DATA (Use Section VIII if additional space is needed)

12. DRIVER'S NAME (Last, first, middle)		13. SOCIAL SECURITY NO./ TAX IDENTIFICATION NO.		14. DRIVER'S LICENSE NO./STATE/LIMITATIONS		
15. a. DRIVER'S WORK ADDRESS				15b. WORK TELEPHONE NUMBER		
16a. DRIVER'S HOME ADDRESS				16b. HOME TELEPHONE NUMBER		
17. DESCRIPTION OF VEHICLE DAMAGE				18. ESTIMATED REPAIR COST \$		
19. YEAR OF VEHICLE		20. MAKE OF VEHICLE		21. MODEL OF VEHICLE		22. TAG NUMBER AND STATE
23a. DRIVE'S INSURANCE COMPANY NAME AND ADDRESS				23b. POLICY NUMBER		
				23c. TELEPHONE NUMBER		
24. VEHICLE IS <input type="checkbox"/> CO-OWNED <input type="checkbox"/> RENTAL <input type="checkbox"/> LEASED <input type="checkbox"/> PRIVATELY OWNED		25a. OWNER'S NAME(S) (Last, first, middle)			25b. TELEPHONE NUMBER	
26. OWNER'S ADDRESS(ES)						

SECTION III - KILLED OR INJURED (Use Section VIII if additional space is needed)

27. NAME (last, first, middle)		28. SEX		29. DATE OF BIRTH		
30. ADDRESS						
A	31. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		32. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)	33. LOCATION IN VEHICLE	34. FIRST AID GIVEN BY	
	35. TRANSPORTED BY		36. TRANSPORTED TO			
	37. NAME (last, first, middle)		38. SEX		39. DATE OF BIRTH	
40. ADDRESS						
B	41. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		42. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)	43. LOCATION IN VEHICLE	44. FIRST AID GIVEN BY	
	45. TRANSPORTED BY		46. TRANSPORTED TO			
	47. Pedestrian a. NAME OF STREET OR HIGHWAY			b. DIRECTION OF PEDESTRIAN (SW corner to NW corner, etc.) FROM _____ TO _____		
c. DESCRIBE WHAT PEDESTRIAN WAS DOING AT TIME OF ACCIDENT (crossing intersection with signal, against signal, diagonally, in roadway playing, walking, hitchhiking, etc.)						

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Previous edition not usable

STANDARD FORM 91 (2/2004)
Prescribed by GSA-FMR 102-34.295

SECTION IV - ACCIDENT TIME AND LOCATION (Use section VII if additional space is needed.)

48. DATE OF ACCIDENT: _____ 49. PLACE OF ACCIDENT (Street address, city, state, ZIP Code; Nearest landmark; Distance nearest intersection; Kind of locality (industrial, business, residential, open country, etc.); Road description): _____

50. TIME OF ACCIDENT: _____
 AM
 PM

51. INDICATE ON THIS DIAGRAM HOW THE ACCIDENT HAPPENED

Use one of these outlines to sketch the scene. Write in street or highway names or numbers.

a. Number Federal vehicle as 1, other vehicle as 2, additional vehicle as 3 and show direction of travel with arrow.

Example: → 1 ← 2

b. Use solid line to show path before accident and broken line after the accident: ———— 2 ————

c. Show pedestrian by → ○ ←

d. Show railroad by ++++++ ++++++

e. Place arrow in this circle to indicate NORTHERN

52. POINT OF IMPACT (Check one for each vehicle)

FED	2	AREA
<input type="checkbox"/>	<input type="checkbox"/>	a. Front
<input type="checkbox"/>	<input type="checkbox"/>	b. R. Front
<input type="checkbox"/>	<input type="checkbox"/>	c. L. Front
<input type="checkbox"/>	<input type="checkbox"/>	d. Rear
<input type="checkbox"/>	<input type="checkbox"/>	e. R. Rear
<input type="checkbox"/>	<input type="checkbox"/>	f. L. Rear
<input type="checkbox"/>	<input type="checkbox"/>	g. R. Side
<input type="checkbox"/>	<input type="checkbox"/>	h. L. Side

53. DESCRIBE WHAT HAPPENED (Refer to vehicles as "Fed", "2", "3", etc. Please include information on posted speed limit, approximate speed of vehicles, road conditions, weather conditions, driver visibility, condition of accident vehicles, traffic controls (warning light, stop signal, etc.), condition of light (daylight, dusk, night, dawn, artificial light, etc.), and driver actions (making a U-turn, passing, stopped in traffic, etc.)

SECTION V - WITNESS/PASSENGER (Witness must fill out SF 94, Statement of Witness) (Continue in Section VIII.)

54. NAME (Last, first, middle)		55. WORK TELEPHONE NUMBER	56. HOME TELEPHONE NUMBER
A	57. WORK ADDRESS		58. HOME ADDRESS
	59. NAME (Last, first, middle)		61. HOME TELEPHONE NUMBER
B	60. WORK TELEPHONE NUMBER		61. HOME TELEPHONE NUMBER
	62. WORK ADDRESS		63. HOME ADDRESS

SECTION VI - PROPERTY DAMAGE (Use Section VIII if additional space is needed.)

64a. NAME OF OWNER (Last, first, middle)		64b. WORK TELEPHONE NUMBER	64c. HOME TELEPHONE NUMBER
64d. WORK ADDRESS		64e. HOME ADDRESS	
65a. NAME OF INSURANCE COMPANY		65b. TELEPHONE NUMBER	65c. POLICY NUMBER
66. ITEM DAMAGED	67. LOCATION OF DAMAGED ITEM		68. ESTIMATED COST

SECTION VII - POLICE INFORMATION

70. PRECINCT OR HEADQUARTERS		71a. PERSON CHARGED WITH ACCIDENT	71b. VIOLATION(S)
69a. NAME OF POLICE OFFICER		69b. BADGE NUMBER	69c. TELEPHONE NUMBER

SECTION VIII - EXTRA DETAILS


SPACE FOR DETAILED ANSWERS. INDICATE SECTION AND ITEM NUMBER FOR EACH ANSWER. IF MORE SPACE IS NEEDED, CONTINUE ITEMS ON PLAIN BOND PAPER.

PRIVACY ACT STATEMENT

The information on this form is subject to the Privacy Act of 1974 (5 U.S.C. section 552a). Authority to collect the information is Title 40 U.S.C. Section 491 and the title 31 U.S.C. Section 7701. The formation is required by federal Government agencies to administer motor vehicle programs, including maintaining records on accidents involving privately owned and Federal fleet vehicles, and collecting accident claims resulting from accidents. Federal employees, and employees under contract, will use the information only in the performance of their official duties. Routine uses of the collected information may include disclosures to: appropriate Federal, State, or local agencies or contractors when relevant to civil, criminal, or regulatory investigations or prosecutions; the Office of personnel Management and the General Accounting Office for program evaluation purposes; a Member of Congress or staff in response to a request for assistance by the individual of record; another Federal agency, including the Department of Treasury and Justice, or a court under judicial proceedings; agency Inspectors General in conducting audits; private insurance and the collection agencies (including agencies under contract to Treasury to collect debt), and to other agency finance offices for federal management and debt collection. Furnishing the requested information is mandatory, including the Social security Number or Taxpayer's Identification Number(TIN) for use as a unique identifier to ensure accurate identification for individuals or firms in the system.


SECTION IX - FEDERAL DRIVER CERTIFICATION

I certify that the information on this form (Sections I thru VII) is correct to the best of my knowledge and belief.

72a. NAME AND TITLE OF DRIVER	72b. DRIVER'S SIGNATURE AND DATE 
-------------------------------	---

SECTION X - DETAILS OF TRIP DURING WHICH ACCIDENT OCCURRED

73. ORIGIN	74. DESTINATION
75. EXACT PURPOSE OF TRIP	

76. TRIP BEGAN	DATE	TIME (Include AM or PM)	77. ACCIDENT OCCURRED	DATE	TIME (Include AM or PM)
78. AUTHORITY FOR THE TRIP WAS GIVEN TO THE OPERATOR <input type="checkbox"/> ORALLY <input type="checkbox"/> IN WRITING (Explain)			79. WAS THERE ANY DEVIATION FROM DIRECT ROUTE? <input type="checkbox"/> NO <input type="checkbox"/> YES (Explain)		
80. WAS THE TRIP MADE WITHIN ESTABLISHED WORKING HOURS? <input type="checkbox"/> YES <input type="checkbox"/> NO (Explain)			81. DID THE OPERATOR, WHILE ENROUTE, ENGAGE IN ANY ACTIVITY OTHER THAN THAT FOR WHICH THE TRIP WAS AUTHORIZED? <input type="checkbox"/> NO <input type="checkbox"/> YES (Explain)		
82. COMPLETED BY DRIVER'S SUPERVISOR <input type="checkbox"/> YES <input type="checkbox"/> NO	a. DID THIS ACCIDENT OCCUR WITHIN THE EMPLOYEE'S SCOPE OF DUTY				
	b. COMMENTS				
83a. NAME AND TITLE OF SUPERVISOR			83b. SUPERVISOR'S SIGNATURE AND DATE 		83c. TELEPHONE NUMBER

SECTION XI - ACCIDENT INVESTIGATION DATA

84. DID THE INVESTIGATION DISCLOSE CONFLICTING INFORMATION. NO YES (If checked, explain below.)

85. PERSONS INTERVIEWED

NAME	DATE	NAME	DATE
a.		c.	
b.		d.	



86. ADDITIONAL COMMENTS (Indicate section and item number of each comment).

SECTION XII - ATTACHMENTS

87. LIST ALL ATTACHMENTS TO THIS REPORT

SECTION XIII - COMMENTS/APPROVALS

88. REVIEWING OFFICIAL'S COMMENTS

89. ACCIDENT INVESTIGATOR			90. ACCIDENT REVIEWING OFFICIAL		
a. SIGNATURE		b. DATE	a. SIGNATURE		b. DATE
c. NAME (First, middle, last)			c. NAME (First, middle, last)		
d. TITLE			d. TITLE		
e. OFFICE			e. OFFICE		
f. OFFICE TELEPHONE NUMBER			f. OFFICE TELEPHONE NUMBER		
AREA CODE	NUMBER	EXTENSION	AREA CODE	NUMBER	EXTENSION

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Exhibit 46 - Statement Of Witness, SF-94

STATEMENT OF WITNESS <i>(Attach additional sheets if necessary)</i>	1. DID YOU SEE THE ACCIDENT?	2. WHEN DID THE ACCIDENT HAPPEN?		FORM APPROVED O.M.B. NUMBER 3090-0118
		a. TIME <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	b. DATE	

3. WHERE DID THE ACCIDENT HAPPEN? *(Give street location and city)*

4. TELL IN YOUR OWN WAY HOW THE ACCIDENT HAPPENED

5. WHERE WERE YOU WHEN THE ACCIDENT OCCURRED?

6. WAS ANYONE INJURED, AND IF SO, EXTENT OF INJURY IF KNOWN?

7. DESCRIBE THE APPARENT DAMAGE TO PRIVATE PROPERTY

8. DESCRIBE THE APPARENT DAMAGE TO GOVERNMENT PROPERTY

9. IF TRAFFIC CASE, GIVE APPROXIMATE SPEED OF:

a. GOVERNMENT VEHICLE *Miles per Hr.*

b. OTHER VEHICLE *Miles per Hr.*

10. GIVE THE NAMES AND ADDRESSES OF ANY OTHER WITNESSES TO THE ACCIDENT *(If known)*

a. NAMES	b. ADDRESSES <i>(Include ZIP Code)</i>
----------	--

WITNESS COMPLETING THIS FORM	11. HOME ADDRESS <i>(Include ZIP Code)</i>	12. WITNESS <i>(Print Name)</i>	a. HOME TELEPHONE NO.
	13. BUSINESS ADDRESS <i>(Include ZIP Code)</i>	Sign here	b. TODAY'S DATE
			TELEPHONE NO.

14. INDICATE ON THE DIAGRAM BELOW WHAT HAPPENED:

1. Number Federal vehicle as 1—other vehicle as 2—additional vehicle as 3, and show direction of travel by arrow
(Example: → 1 → 2 ←)
2. Use solid line to show path before accident
Broken line after accident
3. Show pedestrian by
4. Show railroad by
5. Give names or numbers of streets or highways
6. Indicate north by arrow in this circle

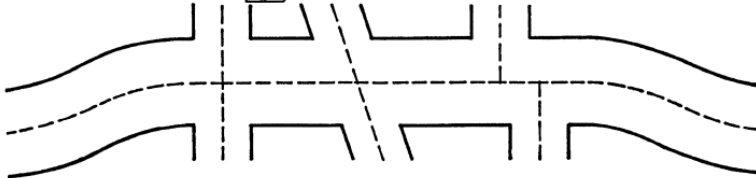


Exhibit 47 - Claim For Damage, Injury Or Death, SF-95

CLAIM FOR DAMAGE, INJURY, OR DEATH		INSTRUCTIONS: Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions.			FORM APPROVED OMB NO. 1105-0008	
1. Submit To Appropriate Federal Agency: USDA Forest Service Albuquerque Service Center Claims Management 101 B Sun Avenue NE Albuquerque, NM 87109			2. Name, Address of claimant and claimant's personal representative, if any. (See instructions on reverse.) (Number, Street, City, State and Zip Code) John Doe Route 6, Box 10 Dorio, NV 89855			
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input checked="" type="checkbox"/> CIVILIAN	4. DATE OF BIRTH 2/20/1950	5. MARITAL STATUS Married	6. DATE AND DAY OF ACCIDENT 7/29/xxxx	7. TIME (A.M. OR P.M.) 3:40 p.m.		
8. Basis of Claim (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof. Use additional pages if necessary.) Green Creek Fire burned 2 miles of buck and pole fence and a 2001 John Deere 6310 tractor Location: Flying J Ranch (15 miles NE of Dorio, NV on Hwy 255). Fence and tractor were located at the north end of Huckleberry pasture. We were informed by the local sheriff to evacuate at 12:03 noon on 7/28. We returned at 6:00 a.m. to find the above described damage to our personal property.						
9. PROPERTY DAMAGE						
NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, Street, City, State and Zip Code): Same as above.						
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF DAMAGE AND THE LOCATION WHERE PROPERTY MAY BE INSPECTED (See instructions on reverse side.) 120 fence poles completely burned and a 2001 John Deere 6310 tractor completely destroyed. See attached supporting documentation for repair estimate and replacement costs of property. Tractor and fence remain where they were damaged.						
10. PERSONAL INJURY/WRONGFUL DEATH						
STATE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE NAME OF INJURED PERSON OR DECEDENT. None						
11. WITNESSES						
NAME		ADDRESS (Number, Street, City, State, and Zip Code)				
Jane Doe Tom Smith		Route 6, Box 10, Dorio NV 89855 Box 998, Dorio, NV 89855				
12. (See instructions on reverse.) AMOUNT OF CLAIM (in dollars)						
12a. PROPERTY DAMAGE \$18,500	12b. PERSONAL INJURY none	12c. WRONGFUL DEATH none	12d. TOTAL (If failure to specify may cause forfeiture of your rights) \$18,500			
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE INCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM						
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side.)			13b. Phone number of person signing form (702) 702 7027	14. DATE OF SIGNATURE 7/30/xxxx		
CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM The claimant is liable to the United States Government for the civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages sustained by the Government. (See 31 U.S.C. 3729.)			CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS Fine of not more than \$10,000 or imprisonment for not more than 5 years or both. (See 18 U.S.C. 287, 1001.)			

95 109

NSN 7540-00-834-4046

STANDARD FORM 95
PRESCRIBED BY DEPT. OF JUSTICE
28 CFR 14.2

INSURANCE COVERAGE	
In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of his vehicle or property.	
15. Do you carry accident insurance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number. U-10	
Policy #12X54342 State Farm Insurance 435 Main, Reno, NV 89501	
16. Have you filed a claim on your insurance cover in this instance, and if so, is it full coverage or deductible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	17. If deductible, state amount
Items not covered under policy	\$1000
18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts.) Claim denied	
19. Do you carry public liability and property damage insurance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code). U-10	
Same as above.	
INSTRUCTIONS	
<p>Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.</p> <p style="text-align: center;">Complete all items - insert the word NONE where applicable.</p> <p>A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY.</p> <p>DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.</p> <p>The amount claimed should be substantiated by competent evidence as follows:</p> <p>(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.</p> <p>(b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.</p> <p>(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.</p> <p>(d) Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.</p> <p>Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.</p> <p>If instruction is needed in completing this form, the agency listed in item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.</p> <p>The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.</p> <p>If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item #12 of this form.</p>	
PRIVACY ACT NOTICE	
<p>The Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552(a)(3), and concerns the information requested in the letter to which this Notice is attached.</p> <p>A. Authority. The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2517 et seq., 28 C.F.R. Part 14.</p> <p>B. Purpose of Collection. The information requested is to be used in evaluating claims.</p> <p>C. Retention Use. See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.</p> <p>D. Effect of Failure to Respond. Disclosure is voluntary. However, failure to supply the requested information or to execute the form may result in your claim being denied.</p>	
PAPERWORK REDUCTION ACT NOTICE	
<p>This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for the collection of information is estimated to average 6 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Director, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503 or to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, D.C. 20503. Do not mail completed forms to these addresses.</p>	

Exhibit 48 – U.S. Department of Agriculture Employee Claim For Loss Or Damage To Personal Property, AD-382

U.S. DEPARTMENT OF AGRICULTURE

EMPLOYEE CLAIM FOR LOSS OR DAMAGE TO PERSONAL PROPERTY
(PUBLIC LAW 88-558; 78 STAT. 767)

CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: Fine of not more than \$10,000 or imprisonment for not more than 5 years or both (See 62 Stat. 698, 749, 18U.S.C. 287, 1001)

CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM: The claimant shall forfeit and pay to the United States the sum of \$2,000 plus double the amount of damages sustained by the United States. (See Revised Statutes Sec. 3490, 31U.S.C. 231.)

NAME OF CLAIMANT	AGENCY WHERE EMPLOYED AND TITLE OF POSITION		LOCATION (City)	
John Smith	Forest Service Forestry Technician		Boise, Idaho	
ADDRESS OF CLAIMANT (Including Zip Code)	LOCATION WHERE LOSS OR DAMAGE OCCURRED	DATE OF LOSS OR DAMAGE	AMOUNT OF CLAIM	
1234 Lost Way Boise, ID 83709	East Complex Incident (base camp)	8/28/2007	\$500.00	
DESCRIPTION OF PROPERTY (Itemized Listing)	DATE ACQUIRED	PURCHASE PRICE OR VALUE	VALUE WHEN LOST OR DAMAGED	ESTIMATED COST OF REPAIR
Sleeping bag	12/25/XXXX	\$125.00	\$100.00	
2 Pair jeans	6/1/XXXX	\$80.00	\$60.00	
2 LS Denim Shirts	9/15/XXXX	\$50.00	\$40.00	
I-Pod	12/25/XXXX	\$350.00	\$300.00	
<i>Attach supplemental sheet, if necessary.</i>				
Claim is for (Check one)	LOSS XXX	DAMAGE	GIVE BRIEF DESCRIPTION OF CIRCUMSTANCES	
			Items were stored in my personal tent and stolen while I was working the night shift from 1800 8/28 to 0600 8/29	
WAS PROPERTY INSURED	If answer is "yes", give name of insurer and itemize the amount collected.			
Yes	State Farm; all but \$50.00 deductible			
YES NO				
I make this claim with the full knowledge of the penalties for willfully making a false claim, and certify that I am entitled to any payments				
DATE	IF CLAIMANT IS NOT OWNER OF PROPERTY, STATE RELATIONSHIP TO OWNER	SIGNATURE OF CLAIMANT		
8/29/XXXX		John Smith		

FORM AD-382 (10-65)

Exhibit 49 - U.S. Department of the Interior Employee Claim for Loss or Damage to Personal Property, DI-570

UNITED STATES
DEPARTMENT OF THE INTERIOR

EMPLOYEE CLAIM
FOR LOSS OR DAMAGE TO PERSONAL PROPERTY
(P.L. 88-558)

INSTRUCTIONS: Submit in triplicate. Please type

Name of Claimant Tom Plank			Address of Claimant 1900 Homestead Road Fairbanks, AK 99701	
Bureau or Office BLM	City P.O. Box 35005 Ft. Wainwright, AK 99703	Telephone no. (907) 356-5600		
Location of loss or damage Big Lake Incident			Date of loss or damage 06/14/XX	Total amount of claim \$333.00

DESCRIPTION OF PROPERTY (Attach supplemental sheet, if necessary)

Itemized Listing	Date Acquired	Purchase Price or Value	Value When Lost	Estimated Repair Cost
Helly-Hansen Rain Gear	5/1/XX	\$125.00	\$125.00	N/A
Wool Sweater (LL Bean)	4/20/XX	\$60.00	\$60.00	N/A
Bean Boots, 24"	7/1/XX	\$95.00	\$95.00	N/A
2 pair wool socks	5/1/XX	\$20.00	\$20.00	N/A
1 T-Shirt, long sleeve	6/1/XX	\$18.00	\$18.00	N/A
1 wool cap	3/10/XX	\$15.00	\$15.00	N/A

Claim is for Loss Damage (Check one) Please give brief statement of circumstances:

I was an initial attack smokejumper at the Big Lake Incident. We set up our camp in what we considered a safe zone at the south end of the fire. While working the east flank, wind shifted and burned over camp. Personal gear bag was destroyed.

Was property insured? Yes No (If "Yes", give name of insurer and itemize amount collected)

CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: Fine of not more than \$10,000 or imprisonment for not more than 5 years, or both (See 62 Stat. 698, 749; 18 U.S.C. 287, 1001).

CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM: The claimant shall forfeit and pay to the United States the sum of \$2,000, plus double the amount of damages sustained by the United States (See R.S. Sec. 3490, 5438; 31 U.S.C. 231).

I make this claim with full knowledge of the penalties for willfully making a false claim, and certify that I am entitled to any payments.

Date 6/20/XX	If claimant is not owner, state relationship	Signature of Claimant <i>/s/ Tom Plank</i>
-----------------	--	---

Form DI-570 (July 1963)

Exhibit 50 - Incident Claims Log

INCIDENT CLAIMS LOG

Incident Name	Incident Number	Claims Specialist Name	Home Unit Address	Home Unit Phone	
Mink Creek	NV-TOF-000123	Polly Tort	1234 Forest Way Florence, MT XXXXX	(406) XXX-XXXX	
No.	Date	Claimant/Incident Unit	Home Unit Address	Item(s)/Claimed Value	Document Status
1	7/30/XX	John Doe	Route 6, Box XX Denio, NV XXXXX	Fence Poles - \$10,000 Tractor - \$8,500	SF-95 Received on 7/30. Investigation in progress
2	7/30/XX	Earl Kingston	172 XXX Long Dr. Nyssa, OR XXXXX	Stolen sleeping Bag - \$110	AD-382 Received on 7/30/XX Report by Camp

Exhibit 51 - Incident Claims Case File Envelope, OF-314

NAME OF CLAIMANT <i>Kingston, Earl</i>	DATE OF LOSS OR DAMAGE <i>7/30/xx</i>	INCIDENT/COMPLEX NAME <i>Mink Creek</i>	UNIT LOG NUMBER <i>2</i>
---	--	--	-----------------------------

CHECK LIST FOR CASE FILES

(Indicate Whether Completed)	YES (Date)	NO
Employee Claim for Loss or Damage to Personal Property (AD-382, DI-570) OR Claim for Damage, Injury or Death (SF-95)	<i>7/30/xx</i>	
Motor Vehicle Accidents; SF-91, SF91A, AND SF-94; or DI134		
Supervisor's Statement		
Witness Statement (If Available)		
Investigation Report	<i>7/30/xx</i>	
Photographs Included (<i>of tent</i>)	<i>7/30/xx</i>	
Support Documents Attached to Claim		
Police Report or Camp Security Report	<i>7/30/xx</i>	

CLAIMANT ASSIGNED TO: SRV #12
(Crew, OH Section or Individual)

CLAIMANT'S HOME UNIT: _____
(Agency)
172 Long Drive
(Address)

Nyssa, OR, 97715
(City, State and Zip Code)

(555) 111-3333
(Telephone No. with Area Code)

SUPERVISOR ON INCIDENT: Joe Super
(Agency)

SUPERVISOR'S HOME UNIT: _____
(Address)

(City, State and Zip Code)

(Telephone No. with Area Code)

Follow-up Needs/Comments: _____

CLAIMS SPECIALIST/UNIT LEADER NAME <i>Polly Larson</i>	HOME UNIT TELEPHONE NUMBER (w/AREA CODE) <i>(123) 456-7890</i>	FINANCE / ADMIN SECTION CHIEF INITIALS <i>pl</i>
---	---	---

Optional For 314 (Rev. 4-2000)

INCIDENT CLAIMS CASE FILE ENVELOPE

7540-01-475-4308-30314-101

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Chapter 80 – Cost Accounting and Reporting

OBJECTIVE

This chapter establishes guidelines for documentation of actual incident costs and development of incident cost estimates. It also provides guidance for cost analysis procedures, cost monitoring, and cost management reporting.

RESPONSIBILITIES

Agency Administrator responsibilities:

- Establish cost objectives and actively participate in cost monitoring procedures.
- Provide financial oversight and review of incident generated cost data in accordance with the Delegation of Authority and the Wildland Fire Decision Support System (WFSS).
- Establish cost share agreements and determine the cost share period as appropriate.

Incident Commander responsibilities:

- Manage the incident by the most practical and economical means consistent with the resource values threatened.
- Provide review and documentation of incident costs per incident agency requirements.
- Document cost management actions implemented by the Incident Management Team and submit to Agency Administrator for review and comment.

Administrative Representative responsibilities:

- Inform or advise incident personnel of accrual requirements and establish procedures for notifying other units of their applicable incident costs.
- Ensure validation of incident cost share agreements with master cooperative agreement and agency policy.

Incident Business Advisor responsibilities:

- Provide advice to the Agency Administrator if there is a need for cost apportionment personnel or additional cost analysis beyond what the IMT is providing.
- Review and/or assist in the development of cost share agreements.
- Communicate the Agency Administrator's requirements for cost tracking and containment requirements to the IMT.
- Provide incident agency specific cost information to the Finance/Administration Section Chief.

1 Finance/Administration Section Chief responsibilities:

- 2 • Ensure cost data is submitted to incident agency and included in accrual
3 reports, as required.
- 4 • Provide resource cost information to the IMT that can be utilized to manage
5 resources, implement cost management measures, and develop costs for
6 strategic alternatives.
- 7 • Ensure costs are tracked and documented per cost share agreements.
- 8 • Provide cost projections as appropriate.
- 9 • Cost Unit Leader responsibilities:
- 10 • Develop incident component cost estimates in the absence of a geographic
11 area supplement.
- 12 • Coordinate with incident cost centers to gather on and off site cost
13 information.
- 14 • Develop current and projected incident costs.
- 15 • Furnish updated cost data on a daily basis to the Planning Section for
16 inclusion in the *Incident Status Summary*, ICS 209.
- 17 • Analyze incident resource cost information, including the evaluation and
18 tracking of inefficient and uneconomical operations and communicating
19 information to the IMT through the Finance/Administration Section Chief.
- 20 • Provide information to the IMT, incident agency and the agency responsible
21 for payment, as requested, e.g., management information reports, accrual
22 reports.
- 23 • Prepare and validate cost share information.

24 Incident Management Team responsibilities:

- 25 • Provide cost information on a daily basis to the Cost Unit Leader in the
26 manner and within the time frame requested.
- 27 • Identify areas of incident management activities where cost management
28 measures can be improved and for providing input to the IC.

29 **DEFINITIONS**

30 Definitions used throughout this handbook are located in the Glossary.

31 Accrual Reports – Cost reports utilized for financial obligation purposes.

32 Agency Specific Costs – Costs incurred by an agency that address the sole
33 concern of only the agency or are not incurred with mutual benefit. Agency
34 specific costs are not shared.

35 Billable/Reimbursable Costs – Those agency costs that are billable and/or
36 reimbursable as defined by the master or individual cost share agreement.

1 Unified Ordering Point (UOP) – Single location through which all incident
2 resource orders are processed.

3 **INCIDENT COSTS**

4 Incident costs are estimated for a number of categories and by a variety of
5 methods. The incident agency determines the level of cost detail required.

6 **Cost Categories**

7 There are four primary incident cost categories. These may be further sub-
8 categorized depending on incident complexity or incident agency requirements.

- 9 • Personnel costs include crews, overhead and other personnel assigned to the
10 incident.
- 11 • Equipment costs include agency equipment as well as equipment under
12 Emergency Equipment Rental Agreements (EERA), Incident Blanket
13 Purchase Agreements (I-BPA), contracts, and cooperative agreements.
- 14 • Aircraft costs include fixed-wing, rotor-wing, and retardant.
- 15 • Support Costs.
 - 16 ○ On-site support costs include catering unit, shower unit, mobile
17 laundry, land use agreements and cache supplies, etc.
 - 18 ○ Off-site support costs include expanded dispatch, buying teams,
19 Administrative Payment Teams, cache personnel, Area Command,
20 transportation to/from incident, etc.

21 Below are examples of on-site costs and where incident-related costs could be
22 obtained:

On-Site Costs	Source of Cost Information
Showers, Toilets, Tents, Mobile Laundry	Facilities Unit
Caterer	Food Unit
Land Use Agreement, Computer Rentals	Procurement Unit or Buying Team
Supplies (Local Purchase)	Buying Team
Agency Provided Medical Care	Medical Unit or Compensation/Claims Unit
Cache Supplies	Supply Unit

23

1 Below are examples of off-site costs and where related costs could be obtained:

Off-Site Costs	Source of Cost Information
Expanded Dispatch	Expanded Supervisor
Buying Team	Buying Team Leader
Area Command	IBA
Payment Team	IBA
Cache Personnel	Cache Manager
Rental Vehicles	Buying Team or local unit
Retardant Bases	Air Operations or Tanker Base
Mobilization Centers	Mob Center Manager or Unit responsible for center
Transportation In/Out	Manual Calculation
Local Purchases	Buying Team or local Purchasing Agent
Meal Arrangements	Buying Team or local Purchasing Agent
Chartered Flights	NICC

2 **Standard Cost Components**

3 Standard cost components included in the e-ISuite database are utilized by most
 4 agencies. These standard cost components may be supplemented by the
 5 geographic areas or agencies. Cost components are measured on a daily, hourly,
 6 mileage or other dollar value (per unit) basis. Refer to Standard Cost
 7 Components located at [https://www.nwcg.gov/committees/incident-business-](https://www.nwcg.gov/committees/incident-business-committee/resources)
 8 [committee/resources](https://www.nwcg.gov/committees/incident-business-committee/resources)

9 **Actual Costs**

10 Actual costs may be used when available.

1 Estimated Costs

2 Estimated costs may be developed at the incident by averaging the cost of like
3 resources. This may be done within any of the four cost categories.

4 Composite Costs

5 Composite costing combines methods and categories and is the most efficient,
6 accurate method to determine incident costs.

7 COST METHODS**8 Initial Estimation**

9 Initial estimation is generally used during the early stages of the incident to
10 provide a preliminary estimate for reporting purposes. The initial estimate is
11 usually calculated on a per unit basis, e.g., number of acres, number of
12 personnel, and number of days. The Cost Unit Leader should revise the total
13 incident cost as more accurate data becomes available.

14 Resource Cost Method

15 The resource cost method multiplies the number of resources by the unit cost
16 (standard component, actual or estimated) to calculate the cost of that resource
17 per day. This method should be used to estimate costs for incidents that go
18 beyond initial attack.

19 TRACKING AND REPORTING METHODS

20 The following contains information on developing and reporting incident costs.
21 Regardless of the method used, cost information should be provided to the IMT
22 and incident agency in a clear, concise format, such as: summary sheets that list
23 daily costs by category; graphical displays (such as bar or pie charts); and/or
24 detail sheets showing the individual resource costs.

25 AUTOMATED COST ACCOUNTING

26 The Cost module of e-ISuite is designed to allow users to track individual
27 resources in a database format. The system creates a daily line entry for each
28 resource. System users can then analyze, manipulate, and create outputs of this
29 information in a variety of report formats. Refer to the e-ISuite User's Guide at
30 <https://famit.nwcg.gov/applications/eisuite> for instruction on utilizing the Cost
31 module.

32 Spreadsheets

33 There are a variety of automated spreadsheet packages available, generally used
34 to replicate manual accounting and track costs in major categories, e.g., 20
35 engines, 15 handcrews. Spreadsheets may be available from the geographic area
36 supplement or incident agency.

1 **Manual Accounting**

2 This involves using standard costs and quantities of resources. These resources
3 can then be tracked on a daily basis in a format as displayed in Exhibit 52.
4 Refer to Standard Cost Component at
5 <https://www.nwccg.gov/committees/incident-business-committee/resources>.

6 **Incident Status Summary, ICS 209**

7 The Planning Section reports the incident status to the incident agency per
8 operational period, using the *Incident Status Summary*, ICS 209. The
9 Finance/Administration Section provides an estimate of costs to date, and an
10 estimate of total anticipated costs for these reports to the Planning Section.

11 **Agency Accrual Reports**

12 Incident agencies may have specific incident cost reporting and/or accrual
13 requirements. The Administrative Representative establishes the reporting
14 requirements and communicates them to the IMT.

15 **COST ANALYSIS**

16 Incident cost documentation and analysis are important management tools. It is
17 the responsibility of all incident personnel to have knowledge of and be able to
18 perform their job in the most cost efficient manner possible. All command and
19 general staff IMT members should continually evaluate their section's
20 operations to identify and implement cost savings.

21 Exhibit 53 provides some guidelines for the IMT to use to implement cost
22 management measures on an incident. The exhibit includes recommendations
23 on cost assessment procedures, identifies problem cost areas and identifies
24 factors that are generally not cost-effective.

25 **COST PROJECTION**

26 Cost projections are developed for both strategic and obligation purposes. These
27 projections can be for a single strategic alternative or multiple alternatives, and
28 should take into account current resources, alternative strategies, and standard
29 costs.

30 Single alternative projections are done by identifying all current resources,
31 applying a projected strategy to reduce the number of resources over the
32 following days, e.g., 5 crews demobilized on day 5, 10 crews demobilized the
33 next day, and applying the standard cost for all resources.

34 Cost projections are most often done to: estimate costs for the Wildland Fire
35 Decision Support System (WFDSS); to project costs through the estimated
36 incident duration; and meet incident agency accrual requirements.

COST SHARE AGREEMENTS

The information presented in this section is intended to supplement established agency master agreements. The terms of master agreements take precedence over this handbook.

A cost share agreement is supplemental to an existing cooperative fire management agreement and documents the financial responsibility for incident resource costs. It may also identify requirements of other party payments. A cost share agreement should be prepared for multi-jurisdiction incidents where a decision has been made to share resource costs (Exhibit 54). Master agreements between agencies should address the need for incident-specific agreements and identify agency specific requirements, including format and required signatures. Jurisdictional agency representatives sign the cost share agreement.

A cost share agreement may be established for on-site costs as well as off-site costs (expanded dispatch, mobilization centers, etc.). More than one agreement may be necessary to document cost share responsibility (incident and support costs).

Incident complexity changes frequently and may affect the terms of the cost share agreement. Therefore, the agreement may be amended as necessary. Each Agency Administrator and the Incident Commander(s) should receive a copy of the final agreement.

- Cost share agreements should identify the following:
- Costs to be shared.
- Costs to be borne by each agency (not shared).
- Method by which costs will be shared.
- Cost share period.

Cost share agreements must easily be understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process.

Cost Shared Items

The following is a list of costs typically shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

- Aircraft Costs – Aircraft (fixed and rotor wing) and associated retardant costs.
- Equipment Costs – Emergency equipment used to support the incident.
- Incident Cache Costs – Cache costs may include refurbishment, replacement, resupply, and labor costs.
- Incident Rehabilitation Costs – Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring

1 from direct suppression activity can be included in cost sharing, e.g., minor
2 fence repair, dozer line, erosion control.

- 3 • Initial Attack Resource Costs – Initial attack resource costs are included in
4 determining the cost-share percentages and in deriving actual incident costs.
5 In a cost-share incident, agreement provisions for initial attack assistance at
6 no cost may not apply.
- 7 • Off-Site Support Costs – Costs include expanded dispatch, buying teams,
8 Administrative Payment Teams, cache personnel, area command,
9 transportation to/from incident, etc.
10 Mobilization and demobilization centers usually serve multiple incidents
11 and are not ordered by a specific incident. The incident cost share
12 agreement usually will not address cost sharing of these sites. Incident
13 agencies may establish separate cost share agreements for these items.
- 14 • On-Site Support Costs – Costs incurred for services supplied within the
15 incident, e.g., shower units, catering units, mobile laundry, land use
16 agreements, cache supplies and materials.
- 17 • Personnel Costs – Costs of assigned incident personnel including the IMT,
18 crews, casualties, etc.
- 19 • Transportation Costs – Costs associated with movement of resources to and
20 from an incident.

21 **Non-Cost Shared Items**

22 The following items are typically not cost shared:

- 23 • Accountable Property – Accountable and/or sensitive property, as defined
24 by each agency, that is purchased by the agency and becomes property of
25 the agency.
- 26 • Administrative Overhead Costs – Costs of agency personnel, support, and
27 services not directly assigned or ordered by an incident. These include
28 normal operating expenses such as basic utility costs, buildings and
29 facilities rent, administrative support, and personnel. These costs are
30 usually agency specific, unless addressed in master or cost share
31 agreements.
- 32 • Administrative Surcharge – A pre-established percentage applied by an
33 agency to the settlement billing on the net amount owed per master
34 agreement.
- 35 • Claims Costs – Responsibility for claims or extraordinary settlement costs
36 should be addressed through a separate agreement between agencies.
- 37 • Move Up and Cover Costs – Includes additional costs over and above base
38 salary of “backfilling” agency personnel to meet agency specific staffing
39 requirements.

- 1 • Post Incident Rehabilitation Costs – Costs incurred to rehabilitate burned
2 lands, such as seeding, check dam construction, and archaeological
3 mitigation.
- 4 • Waste, Fraud, and Abuse Costs – Costs resulting from waste, fraud, or
5 abuse.

6 **Final Cost Determination**

7 Costs can be determined by using incident generated data, which will include
8 actual and estimated expenditures or may be finalized using agency financial
9 records.

10 **TRANSFER OF RESPONSIBILITY PROCEDURES**

11 During IMT transitions, the departing team must brief their counterparts on all
12 cost sharing agreements and documentation to date. If there is a change in the
13 Agency Administrators or representatives, they must have clear understanding
14 of all the decisions and agreements used to develop the final cost-share
15 percentages and conditions of the final agreement.

16 **COST SHARE METHODS**

17 Following are four methods of cost share for multi-jurisdictional incidents. All
18 methods require a signed agreement. The agreements shown in Exhibits 54 and
19 55, demonstrate the cost apportionment process.

20 **Initial Attack Agreement**

21 During initial attack, resources are dispatched per preseason agreements or an
22 established operating plan, to a multi-jurisdictional fire.

23 If the incident is controlled with initial attack resources, Agency Administrators
24 may agree to cost share some or all resource costs, e.g., dozers or crews working
25 on both areas of responsibility, regardless of which agency dispatched the
26 resources.

27 **You Order You Pay (YOYP)**

28 Under YOYP, each agency is fiscally responsible for the resources they order,
29 regardless of where they are used on the incident. YOYP procedures are as
30 follows:

- 31 • A unified ordering point is required and agencies agree on who will order
32 which resources.
- 33 • On-site support costs may be split by the percentage of agency requested
34 resources.
- 35 • Off-site support costs are paid for by the ordering unit.

1 Acres Burned

2 Costs are shared based on the acreage percentage of the fire within an agency's
3 protection area. This method is used when agencies' responsibilities, objectives,
4 and suppression costs are similar.

5 Cost Apportionment

6 The cost apportionment process is a more complex system for identifying
7 agency cost share where incident agencies agree to share costs.

- 8 • The apportionment method is used to share final incident costs based upon
9 the usage of resources per operational period.
- 10 • Costs are documented and approved by the IC(s) or other designated
11 incident agency personnel on a daily basis.
- 12 • Direct costs, e.g., helicopters, crews, airtankers, retardant, are shared based
13 upon assignment in the Incident Action Plan or actual use. Support costs,
14 e.g., overhead team, caterer, are shared proportionally to the direct costs.
15 Agency specific costs are not shared.

16 Some geographic areas utilize Cost Apportionment Teams (CAT) to assist
17 incident agencies in tracking and documenting incident costs. The CAT should
18 be located at or in close proximity to the incident. The CAT Leader meets with
19 the IC and other IMT members to discuss the apportionment process and
20 documentation requirements. The IC reviews and validates by signature, the
21 daily apportionment records.

22 The CAT may be assigned to the incident and report to the Cost Unit Leader or
23 directly to the FSC, or be assigned to the incident agency and report to the
24 Administrative Representative.

25 Complexes / Merges / Splits (CMS)

26 The growth of wildland fire emergency expenditures has affected the operating
27 budgets of wildland fire management agencies, and has led to increased scrutiny
28 by Congress, the Office of Management and Budget, and state and local
29 government oversight agencies. As expenditures have grown over time, so has
30 the requirement for fiscal efficiency and accountability. As a result,
31 requirements for increased accountability for individual incident expenditures
32 and measures for assessing performance have been developed. In some cases,
33 multiple incidents within close physical proximity are managed as a single
34 incident. When this occurs, it is not uncommon for incidents to be merged,
35 added to a complex, or split from a complex. This makes maintaining the data
36 and fiscal integrity of an individual incident challenging. The guidelines for data
37 management and monitoring of expenditures for Complexes / Merges / Splits
38 (CMS) are as follows:

- 39 1. Maintain the data and financial integrity of individual incidents:

- 1 a. When complexing incidents, maintain individual FireCodes and ROSS
2 incidents for each incident within the complex.
- 3 b. If a new code for a complex is created in FireCode, associate the
4 individual incident codes to the complex code. Note: Complex codes
5 are typically used only for mobilization of resources until they are
6 assigned to a specific incident in the complex.
- 7 c. If fires burn together, associate the fires in FireCode and utilize the
8 “merge” function in ROSS and e-ISuite. Note: Once incidents are
9 merged in e-ISuite and ROSS, the process of splitting these incidents
10 back out may result in the loss of data integrity and history.
- 11 d. If the need arises, a fire can be split from a complex if the
12 recommendations in 1a, 1b, and 1c are followed.
- 13 e. Agencies should follow individual agency fire reporting policies.
- 14 2. Deciding to complex, merge, or split:
 - 15 a. The Agency Administrator should consider consequences outlined in
16 Appendix B - Tool Kit when deciding to complex, merge, or split
17 incidents. This decision should be coordinated between the AA,
18 affected Incident Commander(s), Dispatch Center Manager(s), and
19 State/Regional Incident Business Specialist(s).
 - 20 b. The AA should document the decisions, including the acreage and cost
21 of affected incidents at the point when data integrity is in jeopardy.
22 Appendix B - Tool Kit provides several scenarios, issues, and effects to
23 assist Agency Administrators with decisions related to CMS.

24 These guidelines will ensure wildland fire emergency expenditures can be
25 monitored, performance can be measured, and the integrity of incident data can
26 be preserved.

27 **EXHIBITS**

28 [Exhibit 52 – Standard Cost Components](#)

29 [Exhibit 53 – Cost Management Measures](#)

30 [Exhibit 54 – Sample Cost Share Agreement](#)

31 [Exhibit 55 – Sample Cost Share Agreement](#)

Exhibit 52 - Standard Cost Components

For current rates reference

<https://www.nwcg.gov/committees/incident-business-committee/resources>

STANDARD COST COMPONENTS						
RESOURCE DESCRIPTION		DAILY ESTIMATED COST				
CREWS (20 PERSONS, 14 HOURS)		HAZARD	NON-HZ	GUAR	# OF UNITS	TOTAL COST
Federal Hotshot Crews	HC1	\$ 10,400	\$ 8,600	\$ -	-	-
Federal Handcrews (Regulars)	HC2	\$ 8,800	\$ 7,300	\$ -	-	-
AD Handcrews (Casuals)	HC2	\$ 5,500	\$ 5,400	\$ -	-	-
Contract Firefighting Crews	HC2	\$ 10,500	\$ -	\$ -	-	-
State Cooperator Crews	HC2	\$ 9,800	\$ -	\$ -	-	-
State Inmate Crews	HC12	\$ 3,300	\$ -	\$ -	-	-
Helitack Crew (7 Person)	HMOD	\$ 3,800	\$ 3,100	\$ -	-	-
National Guard (per person)	HCMI	\$ -	\$ -	\$ -	-	-
TOTAL COST OF CREWS						\$
OTHER PERSONNEL (14 HOURS)		HAZARD	NON-HZ	GUAR	# OF UNITS	TOTAL COST
Overhead - Line		\$ 770	\$ -	\$ -	-	-
Overhead - Base Camp Support		\$ -	\$ 630	\$ -	-	-
Overhead - State/Local Cooperators		\$ -	\$ 700	\$ -	-	-
Casuals - Line & Base	AD	\$ -	\$ 490	\$ -	-	-
Camp Crew (w/Ldr, 10 Person)	CC	\$ -	\$ 2,400	\$ -	-	-
Expanded Dispatch (12 hrs)	EDRC	\$ -	\$ 540	\$ -	-	-
Buying Team (6 person)	BUYM	\$ -	\$ 4,000	\$ -	-	-
TOTAL COST OF OTHER PERSONNEL						\$
PERSONNEL SUPPORT COSTS **		DAILY	GUAR	# OF UNITS	TOTAL COST	
Air Transportation (To & From Incident)	TRAN	\$ 800	\$ -	-	-	
Ambulance	AMBU	\$ 2,200	\$ -	-	-	
Buses	BUS	\$ 850	\$ -	-	-	
Buying Team Supplies	SUP	\$ -	\$ -	-	-	
Cache Supplies (per person)	CACH	\$ 60	\$ -	-	-	
Caterer (per person)	CTR	\$ 55	\$ -	-	-	
Fuel Truck w/Operator	FT	\$ 3,000	\$ -	-	-	
Garbage Collection	TRCL	\$ 100	\$ -	-	-	
Generators/Electricity	GEN	\$ 750	\$ -	-	-	
Gray Water Truck	GRAY	\$ 1,100	\$ -	-	-	
Hand Washing Stations (trailer mounted)	HNDW	\$ 800	\$ -	-	-	
Land Use Agreements	LUA	\$ 200	\$ -	-	-	
Mechanic Service Truck	MEC	\$ 1,200	\$ -	-	-	
Medical Treatment (APMC)	MISC	\$ -	\$ -	-	-	
Mobile Clerical Service / Helibase	MOOF	\$ 1,900	\$ -	-	-	
Mobile Laundry Service	LNDY	\$ 2,300	\$ -	-	-	
Mobile Office Trailer / Tents / Yurts	TENT	\$ 500	\$ -	-	-	
Mobilization / Demob	TRAN	\$ 210	\$ -	-	-	
Phone Service / Setup	MISC	\$ 1,000	\$ -	-	-	
Pickup w/Driver, Contract	PU	\$ 250	\$ -	-	-	
Potable Water Truck	POT	\$ 1,400	\$ -	-	-	
Refrigerator Truck	REF	\$ 300	\$ -	-	-	
Rental Vehicles (ave)	PU	\$ 100	\$ -	-	-	
Showers	SHW	\$ 3,000	\$ -	-	-	
Toilets (including service)	TLT	\$ 100	\$ -	-	-	
Vehicles, Agency	PU	\$ 75	\$ -	-	-	
Weed Wash	WEED	\$ 1,800	\$ -	-	-	
TOTAL PERSONNEL SUPPORT COSTS						\$

** Personnel Support Surcharge, \$150/person. Only use if support costs are not available.

RESOURCE DESCRIPTION		DAILY ESTIMATED COST			
		DAILY	GUAR	# OF UNITS	TOTAL COST
FIRE FIGHTING EQUIPMENT					
Federal					
Engines, Type 3 (4 Pers, 14 Hrs)	ENG3	\$ 2,500	\$ -		
Engines, Type 4 (4 Pers, 14 Hrs)	ENG4	\$ 2,200	\$ -		
Engines, Type 6 (3 Pers, 14 Hrs)	ENG6	\$ 1,600	\$ -		
State/Local Cooperators					
Engines, Type 1-3	ENGx	\$ 4,800	\$ -		
Engines, Type 4-6	ENGx	\$ 3,600	\$ -		
Contracts					
Engines, Type 3	ENG3	\$ 2,400	\$ -		
Engines, Type 4	ENG4	\$ 2,200	\$ -		
Engines, Type 6	ENG6	\$ 2,000	\$ -		
Chippers	CHIP	\$ 1,800	\$ -		
Dozers	DOZx	\$ 1,700	\$ -		
Transports/Lowboys	LOWB	\$ 1,000	\$ -		
Water Tender, Support	WTSx	\$ 1,500	\$ -		
Water Tender, Tactical	WTTx	\$ 1,700	\$ -		
Faller w/Saw & Transportation	FALx	\$ 2,000	\$ -		
Faller Module (2 w/saws and transport)	FALx	\$ 1,000	\$ -		
Grader	GRD	\$ 1,900	\$ -		
Skidder	SKDx	\$ 1,500	\$ -		
Skidgine	SKGx	\$ 2,350	\$ -		
Feller Buncher	FELx	\$ 2,400	\$ -		
Masticator	MAST	\$ 2,200	\$ -		
Excavator	EXCA	\$ 1,500	\$ -		
TOTAL COST OF EQUIPMENT					\$ _____

AIRCRAFT*		Flight Rate		Daily Availability	# OF UNITS	TOTAL COST
		Hourly				
Exclusive Use Helicopters						
Type 1	HEL1	\$ 4,290	\$ 13,950			
Type 2	HEL2	\$ 1,760	\$ 5,030			
Type 3	HEL3	\$ 1,050	\$ 2,325			
Call When Needed Helicopters						
Type 1	HEL1	\$ 4,200	\$ 26,600			
Type 2	HEL2	\$ 1,960	\$ 7,150			
Type 3	HEL3	\$ 890	\$ 3,050			
Fixed Wing Aircraft						
Airtankers, Heavy	AT	\$ 5,720	\$ 10,120			
Airtankers, SEAT	AT	\$ 2,960	\$ 2,880			
Lead Plane	LP	\$ 1,075	\$ 1,425			
Air Attack Platform / IR Flight	AA / IRF	\$ 410	\$ 840			
Retardant						
Delivered Price/Gallon	RET	\$ -				
UnDelivered Price/Gallon	RET	\$ -				
Mobile Retardant Plant	RET	\$ -				
TOTAL COST OF AIRCRAFT					\$ _____	

*Due to the extreme variability of aircraft costs, these costs should be taken from the daily invoice rather than attempting to utilize these estimated rates.

TOTAL COST THIS DAY	\$ _____
TOTAL COSTS OF FIRE FROM PREVIOUS DAY	\$ _____
TOTAL COST OF FIRE TO DATE	\$ _____

1 Exhibit 53 - Cost Management Measures

2 Following are actions the IMT should take to help ensure cost management
3 measures are in place:

4 Aircraft

- 5 • Track aircraft costs by individual resource to analyze use and cost benefit to
6 incident.

7 Claims

- 8 • Ensure thorough investigation and documentation of actual and potential
9 claims for and against the government.

10 Cooperative Agreements

- 11 • Ensure copies of cooperative agreements are available, are understood by
12 the IMT, and provisions are implemented.
- 13 • Ensure all participating agencies understand the basis of and responsibility
14 for payment of personnel, equipment, materials, and supplies per
15 established agreements.

16 Equipment

- 17 • List equipment by type, in priority by unit cost and usage (operational
18 periods), and share results with appropriate functions.
- 19 • Identify under-utilized equipment, e.g., aircraft, lowboys, buses, and water
20 tenders, and share results with appropriate functions.
- 21 • Ensure pre- and post-use equipment inspection forms are prepared for all
22 equipment to reduce claims.
- 23 • Ensure controls are established for fuel and oil issues to equipment at the
24 incident base, on the line and at remote sites, to properly document invoice
25 deductions.

26 Personnel

- 27 • Ensure procedures are in place to track, document, and approve excessive
28 hours.
- 29 • Ensure time posted is in agreement with scheduled operational periods.

30 Property Management

- 31 • Ensure controls are in place for issuance and return of accountable and
32 durable property (for example, tools, shirts, headlamps, hard hats, and
33 radios).
- 34 • Ensure approval for purchase of accountable property is in accordance with
35 incident agency policy.
- 36 • Utilize law enforcement personnel for incident base and property security.

1 Support

- 2 • Ensure adherence to national contract specifications.
- 3 • Follow supplemental food approval requirements (reference Chapter 20).

Exhibit 54 - Sample Cost Share Agreement

COST SHARE AGREEMENT
USDA FOREST SERVICE
and
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

INCIDENT NAME: Berry Fire

INCIDENT NUMBER BY AGENCY: CAL FIRE – CA-RRU-055439
USFS – P5A7MP

INCIDENT START DATE AND TIME: July 11, 2007 at 1502 hours

JURISDICTIONS: USFS – San Bernardino National Forest
California Department of Forestry and
Fire Protection – CAL FIRE

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

COMMAND STRUCTURE: Unified command
Start Date/Time: July 11, 2007 at 1800
End date/time: July 16, 2007 at 1800

COST-SHARE PERIOD: July 7, 2007 - July 16, 2007

INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE

INCIDENT COMMANDER: MICHAELA MELTOR, USFS

AGENCY REPRESENTATIVE: CAL FIRE – HECTOR MONTANO

UNIFIED ORDERING POINT: Perris Emergency Command Center
Agency Representatives participating in development of this cost share agreement:

Rick Money, USFS
Jake Zimmer, USFS

Todd Shymanski, CAL FIRE
Maryanna Cycle, BLM

This cost share agreement between USDA, Forest Service (USFS), and State of California Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI National Park Service and the California Department of Forestry and Fire Protection.
2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.
9. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
10. Shared costs will be based on the IC's/AA's mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
11. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost.

12. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.

13. Within 10 months, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

14. All costs relating to the Mountain Structure Branch formed at the request of the Riverside County Fire Department will be paid by the requesting agency and not included in the cost pool.

15. MAFFS will be paid by the USFS and not included in the cost pool.

16. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

COST SOURCES	RESPONSIBLE AGENCY
Federal Agency	USFS – San Bernardino NF
State Agency	CAL FIRE – Riverside Ranger Unit

In accordance with the attached documentation, it is hereby agreed that cost sharing on this incident will be:

AGENCY	GROUND RESOURCES	AIRCRAFT/RETARDANT
USFS	54.72%	90.61%
CDF	45.28%	9.39%
Total	100%	100%

This agreement and the apportionment are our best judgments of agency cost responsibilities.

MICHAELA MELTOR
USDA, Forest Service

HECTOR MONTANO
State of California, Department of
Forestry and Fire Protection

Signature, Agency Representative

Signature, Agency Representative

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Telephone: (XXX) XXX-XXXX

Date of this finalized agreement: 7/16/2007

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Attachments will follow, if applicable.

Exhibit 55 - Sample Cost Share Agreement**SUPPLEMENTAL COST-SHARE AGREEMENT**

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement executed between the Agencies listed, on 7/26/2007.

1. Fire Name: Berry Fire Origin Date 07/11/2007 Time 1502
2. Origin: Township T33N Range 117W Section 3
3. Estimated Size 95,000 Acres at the time of this agreement.
4. Agency Cal Fire Fire # CA-RRU-055439 Accounting Code A7MP
 Agency USFS Fire # CA-RRU-055439 Accounting Code A7MP
 Agency _____ Fire # _____ Accounting Code _____
 Agency _____ Fire # _____ Accounting Code _____
 Agency _____ Fire # _____ Accounting Code _____
5. This agreement becomes effective on: 7/11/2007 at 1502 and remains in effect until 7/16/2014 at 1800.
6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Identify below personnel filling the following positions:

Position	Name	Agency
Incident Commander	<u>Hector Montano</u>	<u>Cal Fire</u>
Incident Commander	<u>Michaela Meltor</u>	<u>USFS</u>
Agency Administrator	<u>Hector Montano</u>	<u>Cal Fire</u>
Representative	_____	_____
Liaison	_____	_____
Finance	<u>Betty Jones</u>	<u>USFS</u>
Operations	<u>Ronald Hopper</u>	<u>USFS</u>
7. Suppression action will be subject to the following special conditions and land management considerations: Retardant will be kept at least 500 feet from waterways. Any encroachment of waterways will be reported as soon as possible.

8. Geographic responsibility (if appropriate) by Agency is defined as follows:
 Agency Cal Fire Geographic Responsibility State, city, county and private lands within fire boundary
 Agency Forest Service Geographic Responsibility Forest Service lands within fire boundary
 Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____
9. The Agency responsible for structural protection will be: Cal Fire

10. Special operational conditions agreed to (include as appropriate air operations, base camp, food service, fire investigation, security, etc.) List cost-share information in Item #11:

In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI National Park Service and the California Department of Forestry and Fire Protection.

- a. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
- b. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
- c. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
- d. Agency specific costs will not be shared.
- e. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
- f. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
- g. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.
- h. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
- i. Shared costs will be based on the IC's/AA's mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
- j. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost.
- k. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
- l. Within 10 months, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
- m. All costs relating to the Mountain Structure Branch formed at the request of the Riverside County Fire Department will be paid by the requesting agency and not included in the cost pool.
- n. MAFFS will be paid by the USFS and not included in the cost pool.

11. Fire suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency: Cal Fire Non-Aircraft	Agency: USFS Non-Aircraft	Agency: Cal Fire Aircraft	Agency: USFS Aircraft
7/11/2012	80%	20%	95%	5%
7/12/2012	85%	15%	100%	0%
7/13/2012	60%	40%	90%	10%
7/14/2012	58%	42%	85%	15%
7/15/2012	55%	45%	73%	27%
7/16/2012	30%	70%	40%	60%

12. Other conditions relative to this agreement (notifications, incident information, etc):

13.

Agency Agency Agency Agency

Signature Signature Signature Signature

Title/Date Title/Date Title/Date Title/Date

List of Attachments (if any): _____ / _____ / _____

Instructions for the Cost Share Agreement:

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in the <insert area>. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Agencies involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:
UNIFIED COMMAND – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.
SINGLE COMMAND STRUCTURE – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
 - a. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - b. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - c. Cost share by percentage of ownership or Agency jurisdictional responsibility.
 - d. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
 - e. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.

- Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
 - Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
 - Air Support: Helicopters, (with support) air tankers.
 - Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance
11. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
 12. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

Chapter 90 - All-Hazards Incident Business Management

OBJECTIVE

This chapter establishes business management guidelines for all-hazards incidents other than wildland fire. Unless specifically noted in Chapter 90 or prohibited by agency policy, all business practices addressed in Chapters 10 through 80 apply to all-hazards incidents.

For DOI specific guidance refer to the All-Hazards Supplement to the Interagency Incident Business Management Handbook at

<https://www.doi.gov/sites/doi.gov/files/migrated/emergency/upload/DOI-BusinessSupplement-FINAL-23SEP14.pdf>

AUTHORITIES

The authorities for federal agencies to respond to a Presidential emergency or major disaster declaration and other non-fire emergencies are contained in the following:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), P.L. 93-288, as amended – The Act is implemented through the National Response Framework (NRF or Framework). An annual appropriations bill gives federal agencies the authority to reimburse state and local governments.

The President, in Executive Order 12148, delegated all functions, except those in Section 301, 401, and 409, to the Administrator, Federal Emergency Management Agency (FEMA).

The NRF uses the foundation provided by the Homeland Security Act, P.L. 107-296 HSPD-5 and the Stafford Act to provide a comprehensive, all-hazards approach to domestic incident management. Nothing in the NRF alters the existing authorities of individual federal departments and agencies. The NRF does not convey new authorities upon the Secretary of Homeland Security or any other federal official.

The National Response Framework can be found at

<https://www.fema.gov/national-response-framework>.

- The Post-Katrina Emergency Management Reform Act (PKEMRA) – Title VI of the Department of Homeland Security Appropriations Act, 2007, Pub. L. 109-295, 120 Stat. 1355 (2006), clarifies and modifies the Homeland Security Act with respect to the organizational structure, authorities, and responsibilities of FEMA and the FEMA Administrator. PKEMRA also authorizes FEMA, in the absence of a specific request or Presidential declaration, to direct other Federal agencies to pre-position resources and provide support necessary to save lives, prevent human suffering, or mitigate severe damage (“leaning forward”). In addition to these

- 1 modifications, PKEMRA made some changes appearing in the Homeland
2 Security Act and the Stafford Act.
- 3 • The Economy Act – 31 USC 1535-1536 (2005) authorizes federal agencies
4 to provide goods or services, on a reimbursable basis, to other federal
5 agencies when more specific statutory authority does not exist.
 - 6 • Service First Legislation – Public Laws 106-291 and 109-54 authorize the
7 Secretaries of the Interior and Agriculture to make reciprocal delegations of
8 their respective authorities, duties and responsibilities in support of the
9 Service First initiative agency-wide to promote customer service and
10 operational efficiency. Service First may be used in place or in addition to
11 the Economy Act to expedite interagency cooperation.
 - 12 • The National Emergencies Act – 50 USC 1601-1651 (2005) establishes
13 procedures for Presidential declaration of a national emergency and the
14 termination of national emergencies by the President or Congress.
 - 15 • The Office of Federal Procurement Policy Act – 41 USC 428a (2004)
16 authorizes emergency procurement authorities (1) in support of a
17 contingency operation; or (2) to facilitate the defense against or recovery
18 from nuclear, biological, chemical, or radiological attack against the United
19 States. Also reference Federal Acquisition Regulation Part 18.2.
 - 20 • The Emergency Federal Law Enforcement Assistance Act (EFLEA) – 42
21 USC 10501 (2006) authorizes the attorney general, in a law enforcement
22 emergency and upon written request by a governor, to coordinate and
23 deploy emergency federal law enforcement assistance to state and local law
24 enforcement authorities.
 - 25 • National Oil and Hazardous Substances Pollution Contingency Plan. (NCP,
26 40 CFR 300) – The NCP provides the organizational structure and
27 procedures for preparing for and responding to discharges of oil and
28 releases of hazardous substances, pollutants, and contaminants. The NCP is
29 required by section 105 of the Comprehensive Environmental Response,
30 Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 9605, as
31 amended by the Superfund Amendments and Reauthorization Act of 1986
32 (SARA), P.L. 99–499, and by section 311(d) of the Clean Water Act
33 (CWA), 33 U.S.C. 1321(d), as amended by the Oil Pollution Act of 1990
34 (OPA), P.L. 101–380. The NCP identifies the national response
35 organization that may be activated in response actions to discharges of oil
36 and releases of hazardous substances, pollutants, and contaminants in
37 accordance with the authorities of CERCLA and the CWA. It specifies
38 responsibilities among the federal, state, and local governments and
39 describes resources that are available for response, and provides procedures
40 for involving state governments in the initiation, development, selection,
41 and implementation of response actions, pursuant to CERCLA. The NCP
42 works in conjunction with the National Response Framework through
43 Emergency Support Function 10 – Oil and Hazardous Material Response.

DEFINITIONS

Definitions used throughout this handbook are located in the Glossary.

All-Hazards Incident – An incident, natural or man-made, that warrants action to protect life, property, environment, public health or safety, and minimize disruptions of government, social, or economic activities.

Emergency – Any incident, whether natural or man-made, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Support Function (ESF) – Used by the federal government and many state governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

ESF Coordinator – The agency(ies) that oversee and facilitate the preparedness activities of the ESF.

ESF Primary Agency – A federal agency with significant authorities, roles, resources, or capabilities for a particular function within an ESF. A federal agency designated as an ESF primary agency serves as a federal executive agent under the Federal Coordinating Officer (or Federal Resource Coordinator for non-Stafford Act incidents) to accomplish the ESF mission.

ESF Support Agency – An entity with specific capabilities or resources that support the primary agencies in executing the mission of the ESF.

Federal Coordinating Officer (FCO) – The official appointed by the President to execute Stafford Act authorities, including the commitment of FEMA resources and mission assignment of other federal departments or agencies. In all cases, the FCO represents the FEMA Administrator in the field to discharge all FEMA responsibilities for the response and recovery efforts underway. For Stafford Act events, the FCO is the primary federal representative with whom the State Coordinating Officer and other state, tribal, and local response officials interface to determine the most urgent needs and set objectives for an effective response in collaboration with the Unified Coordination Group.

Major Disaster – Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic

1 eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause,
2 any fire, flood, or explosion in any part of the United States that, in the
3 determination of the President, causes damage of sufficient severity and
4 magnitude to warrant major disaster assistance under the Stafford Act to
5 supplement the efforts and available resources of states, local governments, and
6 disaster relief organizations in alleviating the damage, loss, hardship, or
7 suffering caused thereby.

8 Mission Assignment – The mechanism used to support federal operations in a
9 Stafford Act major disaster or emergency declaration. It orders immediate,
10 short-term emergency response assistance when an applicable state or local
11 government is overwhelmed by the event and lacks the capability to perform, or
12 contract for, the necessary work.

13 Pollution Response Funding Authorizations (PRFA) – The mechanism used to
14 authorize funding for operations under the National Oil and Hazardous
15 Substances Pollutions Contingency Plan, as directed by the US Coast Guard
16 and/or the Environmental Protection Agency.

17 **PRESIDENTIAL EMERGENCY OR MAJOR DISASTER** 18 **DECLARATION**

19 **Process**

20 The NRF identifies the coordinating agency and primary agency(s) responsible
21 for each of the 15 Emergency Support Functions (ESF) outlined in the
22 Framework. It also identifies the support roles assumed by the various federal
23 agencies under the Framework. The following are typical ESFs the federal
24 wildland fire agencies may work under:

25 ESF4, Firefighting

26 The Forest Service (FS) is designated the ESF Coordinator and primary agency.

27 ESF9, Search and Rescue

28 The DOI, National Park Service (NPS) is designated as a primary agency for
29 inland/wilderness search and rescue.

30 ESF11, Agriculture and Natural Resources

31 The Department of Agriculture (USDA) is designated the ESF Coordinator and
32 co-primary agency. The DOI is designated as co-primary agency.

33 Both the Forest Service and Department of the Interior serve as support agencies
34 to other ESFs. Refer to the NRF for the support roles of the various
35 Departments.

36 The Federal Coordinating Officer (FCO) manages and coordinates federal
37 resource support activities related to Stafford Act disasters and emergencies.

1 The FCO and FEMA accomplish many of their tasks through mission
2 assignments given to primary and supporting agencies. FEMA orders ESF
3 assistance through a mission assignment, which identifies the mission and
4 establishes expenditure limitations.

5 For example, the agency could be tasked to accomplish a specific mission such
6 as to operate a receiving and distribution center in support of a particular
7 disaster. The agency would use its available resources, including those available
8 through federal and state agreements, to complete the assignment.

9 Mission assignments are accomplished utilizing resources obtained through
10 established dispatch coordination concepts and processes, referred to in the NRF
11 as the national firefighting mobilization system. The NRF specifies that all
12 requests for firefighting resources are coordinated through the existing national
13 firefighting mobilization system. Procedures established in the *National*
14 *Interagency Mobilization Guide* shall be followed in responding to disaster
15 related emergencies under the NRF.

16 **Non-Stafford Act Disasters**

17 Consult agency specific guidelines for all-hazards responses not specifically
18 covered by a Presidential emergency declaration. These guidelines should
19 outline the level of response allowed and include any additional requirements.

20 **PAY PROVISIONS**

21 Federal employees responding to all-hazards assignments will follow procedures
22 outlined in Chapter 10 of this handbook and applicable agency regulations.

23 **Biweekly Earning Limitation**

24 The biweekly earning limitation on premium pay contained in 5 CFR 550.105 is
25 not automatically waived for DOI and USDA general schedule employees
26 working in connection with all-hazards responses.

27 The DOI and the USDA have the authority to declare an emergency situation for
28 the purpose of waiving the biweekly overtime limitation (bi-weekly cap
29 maximum earnings limitation {5CFR 550.106} or Fair Labor Standards Act
30 {FLSA} exemption status {5 CFR 551.208d}). If an emergency is declared,
31 departmental direction will be provided in writing.

32 **Overtime**

33 Public Law 106-558 does not apply to personnel involved in hurricanes, floods,
34 non-fire FEMA incidents or other all-hazards assignments (reference Chapter
35 10). Exempt employees of the FS and the DOI have their overtime hourly rate
36 capped at GS-10 Step 1, or their base rate of pay whichever is greater.

1 **Fair Labor Standards Act**

2 Positions on all-hazards incidents that are not identified on the matrix found in
3 Chapter 10 will be determined as exempt or nonexempt on a case-by-case basis
4 by the employee's agency human resource specialist upon submission of a claim
5 by the individual. Nonexempt individuals retain their nonexempt status
6 regardless of the emergency work performed.

7 **Hazard Pay**

8 Reference 5 CFR 550 to determine if hazard pay is applicable for general
9 schedule employees. Reference 5 CFR 532 for information on environmental
10 differential for wage grade employees. The specific reason for hazard pay or
11 environmental differential must be listed on the *Incident Time Report*, OF-288,
12 to assist home units in applying pay regulations.

13 **Travel**

14 Travel is compensable under a Presidential emergency declaration since it
15 results from an event that could not be scheduled or controlled administratively.
16 Provisions outlined in Chapter 10, Travel and Related Waiting Time, apply to
17 Presidential emergency declaration.

18 Compensation for travel to other types of all-hazards incidents will be
19 determined by agencies on a case-by-case basis. Contact your agency incident
20 business representative for current direction.

21 **ACQUISITION**

22 Federal employees responding to all-hazards assignments will follow procedures
23 outlined in Chapter 20 of this handbook and applicable agency regulations.

24 **Purchase of Accountable/Sensitive Property**

25 Accountable and/or sensitive property purchases should only be made by
26 procurement personnel and must be documented appropriately (reference
27 Chapter 30). Follow agency specific guidelines as they relate to the purchase of
28 accountable and/or sensitive property. **When assigned to an all-hazards
29 incident, purchase documentation and transfer of property must follow the
30 tasking agency's procedures.**

31 **PROPERTY MANAGEMENT**

32 Federal employees responding to all-hazards assignments will follow procedures
33 outlined in Chapter 30 of this handbook and applicable agency regulations.

34 **BUSINESS COORDINATION**

35 Federal employees responding to all-hazards assignments will follow procedures
36 outlined in Chapter 40 of this handbook and applicable agency regulations.

1 **COOPERATIVE RELATIONS**

2 Federal employees responding to all-hazards assignments will follow procedures
3 outlined in Chapter 50 of this handbook and applicable agency regulations.

4 **ACCIDENT INVESTIGATION**

5 For accident investigation and reporting requirements, please coordinate with
6 the incident Safety Officer and reference agency specific policy.

7 **CLAIMS**

8 Federal employees responding to all-hazards assignments will follow procedures
9 outlined in Chapter 70 of this handbook and applicable agency regulations.

10 **COST ACCOUNTING**

11 The primary agency is responsible for providing cost tracking and reporting
12 guidelines to incident management personnel.

13 **PROCEDURES FOR REIMBURSEMENT**

- 14 • The primary agency is tasked by FEMA on a mission assignment. The
15 primary agency can then subtask any needed support agencies to
16 accomplish the mission, e.g., DOI, Department of Commerce.
- 17 • FEMA reimburses the primary agency upon receipt and examination of
18 eligible, documented costs incurred.
- 19 • Support agencies submit documentation of expenses for reimbursement to
20 the primary agency following agency policy. The primary agency reviews
21 and approves billings by support agencies. The primary agency will notify
22 the support agency in writing when the billing package has been approved.
23 Refer to NRF, Financial Management Annex for direction.

24 **Items Eligible for Reimbursement (Reference 44 CFR 206.8)**

- 25 • Overtime, travel, and per diem of permanent federal agency personnel.
- 26 • Wages (regular time, overtime and premium pay), travel, and per diem, as
27 appropriate, of temporary federal agency personnel, casuals, or non-federal
28 cooperators assigned solely to perform the services required to execute the
29 NRF or services directed by the FEMA Associate Director or FEMA
30 Regional Director in the major disaster or emergency area designated by the
31 FEMA Regional Director.
- 32 • Cost of work, services, and materials procured under contract for the
33 purpose of providing assistance directed by the FEMA Associate Director
34 or the FEMA Regional Director.
- 35 • Cost of materials, equipment, and supplies (including transportation, repair,
36 and maintenance) from regular stocks used in providing directed assistance.

- 1 • All costs incurred which are paid from trust, revolving, or other funds, and
2 whose reimbursement is required by law.
- 3 • Other costs submitted by an agency with written justification or otherwise
4 agreed to in writing by the FEMA Associate Director or the FEMA
5 Regional Director and the agency.

6 The FEMA will not reimburse agencies for accountable/durable property, e.g.,
7 cache items, and the tasking agency will assume the cost of items not returned.

8 The FEMA will consider reimbursement of agency charge card purchases only
9 if the necessary supporting documentation is provided. All charges must be
10 supported by an incident order and request number (resource order number).

11 Agency procedures for establishing reimbursable charge codes should be
12 followed.

1 Appendix A**2 Acronyms**

AA	Agency Administrator
AD	Administratively Determined
APMC	Agency Provided Medical Care
APT	Administrative Payment Team
AR	Agency Representative
BAER	Burned Area Emergency Rehabilitation
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CA Forms	Compensation Act forms
CAT	Cost Apportionment Team
CFR	Code of Federal Regulations
CLMS	Claims Specialist
CMSY	Commissary Manager
CO	Contracting Officer
COMP	Compensation/Claims Unit Leader
COP	Continuation of Pay
COR	Contracting Officer's Representative
COST	Cost Unit Leader
COTR	Contracting Officer's Technical Representative
C #	Crew Resource Request Number
CTR	Crew Time Report
CWN	Call When Needed
DLA	Defense Logistics Agency
DoD	Department of Defense
DOI	Department of the Interior
E #	Equipment Resource Request Number

EERA	Emergency Equipment Rental Agreement
EQTR	Equipment Time Recorder
ES	Emergency Stabilization
ESF	Emergency Support Function
FAR	Federal Acquisition Regulation
FECA	Federal Employees Compensation Act
FEMA	Federal Emergency Management Agency
FLSA	Federal Labor Standards Act
FMAG	Fire Management Assistance Grant
FS	Forest Service
FSC	Finance/Administration Section Chief
FWS	Fish and Wildlife Service
GS	General Schedule
GSA	General Services Administration
IAP	Incident Action Plan
IBA	Incident Business Advisor
I-BPA	Incident Blanket Purchase Agreement
IFP	Incident Finance Package
IMT	Incident Management Team
IC	Incident Commander
ICS	Incident Command System
InciWeb	Incident Information System
INJR	Compensation for Injury Specialist
JCC	Job Corps Center
LWOP	Leave Without Pay
M #	Medical Resource Order Number
MAFFS	Modular Airborne Fire Fighting System(s)
MRE	Meals Ready to Eat

NFES	National Fire Equipment System
NIFC	National Interagency Fire Center
NICC	National Interagency Coordination Center
NPS	National Park Service
NRF	National Response Framework
NWCG	National Wildfire Coordinating Group
O #	Overhead Resource Request Number
OF	Optional Form
OGC	Office of General Counsel OP
OSHA	Occupational Safety and Health Agency
OWCP	Office of Workers' Compensation Programs
P.L.	Public Law
PROC	Procurement Unit Leader
PTRC	Personnel Time Recorder
ROSS	Resource Ordering and Status System
S #	Supply Resource Request Number
SF	Standard Form
TIME	Time Unit Leader
UOP	Unified Ordering Point
USC	United States Code
USDA	United States Department of Agriculture
USDI	United States Department of the Interior
YCC	Youth Conservation Corps
YOYP	You Order You Pay
WFDSS	Wildland Fire Decision Support System
WG	Wage Grade
WL	Wage Leader
WS	Wage Supervisor

1 **Position Codes**

- 2 The current position code list can be downloaded from the IQCS website
- 3 <https://www.nifc.gov/IQCS/index.html>.

Appendix B
Extended Work Shift Documentation Form

OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT
AND/OR
DEVIATION FROM 2:1 WORK REST POLICY

Date:	Incident Number:	Incident Name:	Unit:
Incident Type:	Operational Period:	Incident commander:	IC Type (1-5)

JUSTIFICATION

Name of Individual(s) or Crew:

Describe the situation(s) that caused the work shift(s) to exceed 16 hours and provide justification(s).
 (See reverse for examples):

Date:	Hours in excess of 16
-------	-----------------------

MITIGATION MEASURES

- Describe what you did to mitigate the excess hours above (see Interagency Incident Business Management Handbook work/rest policy on the reverse)
- Date Standard 2:1 work.rest restored.

SIGNATURE OF INCIDENT SUPERVISOR

NAME:	TITLE:	DATE:
-------	--------	-------

SIGNATURE OF AGENCY ADMINISTRATOR, INCIDENT COMMANDER OR DUTY OFFICER

NAME:	TITLE:	DATE:
-------	--------	-------

**OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT
AND/OR
DEVIATION FROM 2:1 WORK REST POLICY**

JUSTIFICATION - EXAMPLES OF SITUATIONS CAUSING EXTENDED SHIFTS

Travel time not administratively controllable.
Mobilization and travel of resources to incident location or relocation to incident facilities.
Establishing and maintaining administrative, planning, logistical support for incident.
Evacuation, triage, structure protection, or emergency rescue.
Establishing initial control lines of the fire
Extended attack efforts to control potentially devastating incident activity.
Incident unable to provide personnel with adequate food and lodging.
Other/ Additional.

MITIGATION MEASURES

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK
Work/Rest Guidelines: Work/rest guidelines should be met on all incidents. Plan for and ensure that all personnel are provided a minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest).
Work shifts that exceed 16 hours and/or consecutive days that do not meet the 2:1 work/rest ratio should be the exception, and no work shift should exceed 24 hours. However, in situations where this does occur (for example, initial attack), incident management personnel will resume 2:1 work/rest ratio as quickly as possible.

1

Resource Extension Request Form

Resource Extension Request Form

RESOURCE and INCIDENT INFORMATION:

Resource Name: _____

Incident Name: _____ Incident #: _____ Request #: _____

Position on Incident: _____

Home Unit Supervisor: _____ email: _____ fax # _____

EXTENSION INFORMATION:

Prior to any extension consider the health, readiness and capability of the resource. The health and safety of incident personnel and resources will not be compromised under any circumstances.

<p><u>Length of Extension and last work day:</u></p> <p><u>Justification (Select from the list below):</u></p> <p><input type="checkbox"/> Life and property are imminently threatened,</p> <p><input type="checkbox"/> Suppression objectives are close to being met, or</p> <p><input type="checkbox"/> Replacement resources are unavailable or have not yet arrived.</p>

REQUESTED BY*:

Incident Supervisor: _____ Incident Position: _____

APPROVED BY*:

1) Resource or Resource Supervisor: _____

2) Incident Commander or Deputy: _____

3) Host GACC Coordinator on Duty: _____

4) Home Unit Supervisor: _____

5) Sending GACC (excluding single-resource Overhead): _____

6) NICC (only if National Resource): _____

**Signatures should be gathered in the order they are numbered above*

January 2013

2

1 **Hazard / Environmental Pay Matrix**

- 2 Documentation of hazard/environmental differentials for crew time reports and
 3 other agency time reporting documentation

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
<i>Firefighting</i>	X	X	Participating as a member of a firefighting crew in fighting forest and range fires on the fireline <u>before the fire is controlled</u> . This does not include personnel engaged in logistical support, service and non-suppression activities.	Fighting uncontrolled fire	Yes	
				Safety personnel patrolling uncontrolled fireline		
				Search and rescue on uncontrolled fireline		
				Delivering supplies to fireline	No	
				Delivering personnel to fireline		
<i>Flying</i>	X		Individuals, except pilots, who are participating in limited control flights. Limited Control Flight – Flights undertaken <u>under unusual and adverse conditions</u> , e.g., extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low level flights involving fixed or tactical patterns, <u>which threaten or severely limit control of the aircraft</u> . Hazard pay for flying activities is related to the use of the aircraft, not the work of the occupants. Hazard	Any incidental personnel visiting uncontrolled fireline	No	Not considered active firefighting
				Media tours to uncontrolled fireline		
				Smoke Exposure	No	No authority exists in CFR
				Limited control flights	Yes	

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
			pay is not authorized for situations such as flying passengers from a work center to a location to fix equipment when there are no adverse conditions that threaten or severely limit the aircraft.			
				Plastic sphere dispenser operations	Yes*	Applies to operator of dispenser
				Cargo letdown/Fast rope operations	Yes*	Applies to operator
				Low-level infrared operations		
				Rappel/Short-haul/Hoist operations	Yes*	
				Parachute jumps	No	
				Piloting aircraft		
<i>Flying-Low Level Flight</i>		X	Low-level flights in small aircraft including helicopters at altitude of 150 meters (500 feet) and under in daylight and 300 meters (1,000 feet) and under at night when the flights are over mountainous terrain, or in fixed-wing aircraft involving maneuvering at the heights and times specified above, or in helicopters maneuvering and hovering over water at altitudes of less than 150 meters (500 feet).	Hover hook-ups	Yes	
<i>Groundwork Beneath Hovering Helicopter</i>	X	X	Participating in ground operations to attach an external load to a helicopter hovering just overhead.		Yes	
<i>Work in Rough and Remote Terrain</i>	X	X	Working on cliffs, narrow ledges, or near vertical mountainous slopes where a loss of footing would result in serious injury or death, or when working in areas where there is danger of rock falls or avalanches.		Yes	
<i>High Work</i>	X		Working on any structure of at least 15 meters (50 feet) above the base level, ground, deck, floor, roof, etc., under open conditions, if the structure is unstable or if scaffolding guards or other suitable protective facilities		Yes	

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
			are not used, or if performed under adverse conditions such as snow, sleet, ice on walking surfaces, darkness, lightning, steady rain, or high wind velocity.			
<i>High Work</i>		X	Working on any structure of at least 30 meters (100 feet) above the ground, deck, floor or roof, or from the bottom of a tank or pit. Working at a lesser height if the footing is unsure or the structure is unstable.		No	
<i>Burned Area Emergency Response (BAER) – Assessment or Implementation</i>	NA	NA	Does not meet the definition of firefighting for hazard pay eligibility; however, other hazard pay criteria listed above may apply.		No	
<i>Prescribed Fire</i>	NA	NA	Does not meet the definition of firefighting for hazard pay eligibility; however, other hazard pay criteria listed above may apply.			

1 * If it meets the definition of the CFR involving fixed or tactical patterns or low level flying which
 2 cannot be mitigated.

3 **CFR – Code of Federal Regulations References**

4 GS Personnel

- 5 • IIBMH page 10-21 (line 37) through page 10-24 (line 27)
- 6 • 5 CFR 550.901 through 550.907 and Appendix A (<http://www.ecfr.gov/>)

8 WG/WL/WS Personnel

- 9 • IIBMH page 10-24 (line 28) through page 10-27 (line 17)
- 10 • 5 CFR 532.511 and Appendix A (<http://www.ecfr.gov/>)

11

1 **Emergency Facilities and Land Use Agreement Checklists and**
2 **General Guidance**

3 **SCHOOLS, FAIRGROUNDS OR OTHER RELATED FACILITY**
4 **CHECKLIST**

- 5 Number of classrooms
- 6 Gym
- 7 Cleaning/janitorial/custodial services
- 8 Use of showers
- 9 Government furnished supplies vs. contractor furnished supplies.
- 10 Phones
- 11 Copiers
- 12 Computers
- 13 Kitchen
- 14 Keys, access
- 15 Security
- 16 Sleeping areas
- 17 Noxious weeds
- 18 Availability
- 19 AC/heater operational or available
- 20 Sprinkler system
- 21 Reduce / increase costs when camp changes (i.e. from Type 1, 2, and 3)
- 22 (reduce number of classrooms needed, area needed, buildings needed, etc.)
- 23 Other prescheduled / concurrent uses of the facilities by owner
- 24 Parking
- 25 Athletic fields
- 26

1 DIPPING SITES/PONDS CHECKLIST

- 2 Impact – amount of drawdown, site disturbance, etc.
- 3 Fish
- 4 Noxious weeds
- 5 Water (usage and/or replenishment)
- 6 Water rights (who owns the water)
- 7 Fences
- 8 Access
- 9 Flight path
- 10 Livestock/wildlife
- 11 Loss of foliage/crop/pasture
- 12 Use of pumps or wells
- 13

- 1 **IC CAMP/HELIBASE CHECKLIST**
- 2 Access – roads, gates
- 3 Noxious weeds
- 4 Fences / cattle guards / gates
- 5 Livestock
- 6 Flight path
- 7 Irrigation/sprinkler system
- 8 Spillage/hazmat
- 9 Hours of operation
- 10 Property impact
- 11 Re-seeding / de-compaction requirements
- 12 Abandonment of improvements
- 13 Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc.)
- 14

1 AIRPORTS CHECKLIST

- 2 Facilities usage (except for federally funded runways, towers)
- 3
 - 3 Check other FAA restrictions
- 4 Landing fee
- 5 Fuel fee (if contractor provided)
- 6 Security
- 7 Flight path
- 8 Hazmat/spillage
- 9 Parking
- 10 Availability
- 11 Water/electricity/phones
- 12 Portable retardant base
- 13 Hours of operation
- 14 Access
- 15 Check with air operations for further concerns
- 16

1 SITUATIONS *NOT* REQUIRING A LAND USE AGREEMENT

- 2 • Federal government land/facilities run by concessionaire
- 3 • Land/facilities of other federal agencies (would fall under Economy Act
- 4 agreements)
- 5 • Land/facilities of state and local governments (usually cooperative
- 6 agreement)
- 7 • Non-wildland fire incidents, i.e. FEMA
- 8 • Direct fire suppression activity (fire line construction, back-burn, access to
- 9 fire)
- 10 • Federally funded runways and towers (county/state/local)

11

1 LAND/FACILITY RESTORATION CONSIDERATIONS**2 (Items for COs to consider – not all items apply to every agreement)**

- 3 Loss of crop/pasture – how many seasons
- 4 Re-seeding / de-compaction requirements
- 5 Noxious weeds abatement and survey
- 6 General clean-up (trash removal, final janitorial service, floor waxing, etc.)
- 7 Re-sod of athletic fields
- 8 Reconditioning floors (of gyms, carpet replacement, etc.)
- 9 Pumping of septic systems (feasible to use system, or rely solely on port-a-
- 10 potties?)
- 11 Mending fences damaged during incident
- 12

1 CONSIDERATIONS FOR DETERMINING RATE**2 • BEFORE NEGOTIATING RATE:****3 ○ Determine ownership of land / facilities****4 ○ Confirm owner's agent if applicable****5 ○ Resources available to confirm ownership****6 ▪ City or County Tax Assessor's Office****7 ▪ Courthouse****8 • Private campgrounds – what are average receipts / revenues for similar time**
9 period**10 • Historical record of rates for use in local area – local rangers may be good**
11 source**12 • Facilities – if facility is abandoned from normal use, consider revenue lost**
13 for the activities**14 • Fairgrounds – were there any events cancelled or rescheduled to make them**
15 available?**16 Cost of relocating and feeding of stock****17 • Are there vacant facilities held by other agencies available?****18 • Consider a not to exceed rate commensurate with property value****19 • Sources of market research:****20 ○ banks****21 ○ real estate offices****22 ○ local employees****23 ○ local assessor offices****24 ○ local agency lands offices****25 ○ newspapers****26 ○ feed store bulletin boards****27 ○ documentation at local offices from previous incidents**

1 **Emergency Facilities and Land Use Agreement Form**

March 2015

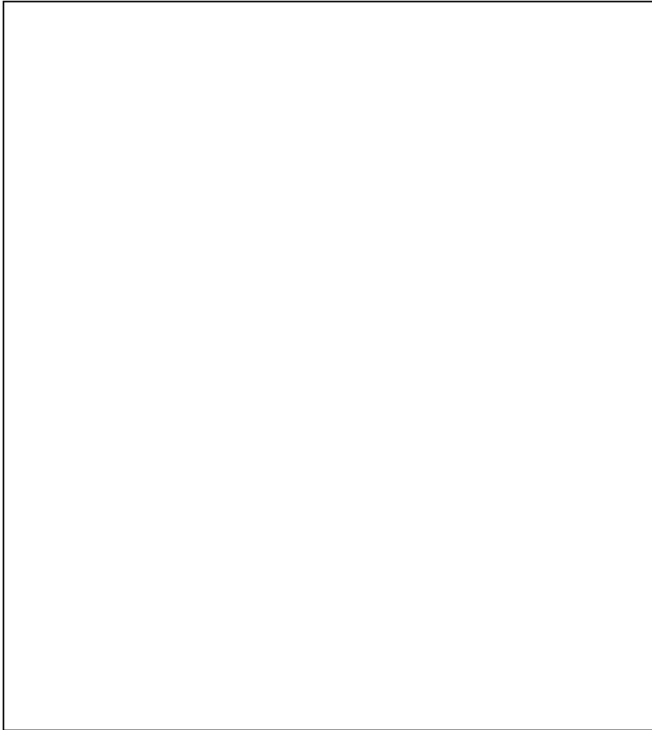
EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)		Page <u> </u> of <u> </u> AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER	
OWNER (name, address, phone number) (include day/night/cell/fax)		EFFECTIVE DATES	
DUNS: EIN/SSN: PAYMENT ADDRESS () Same as above, or		a. beginning	b. ending
INCIDENT NAME: INCIDENT NUMBER: RESOURCE ORDER NUMBER: JOB CODE (PJ) AND OVERRIDE:			
TYPE OF CONTRACTOR (*X* APPROPRIATE BOXES) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN <input type="checkbox"/> PUBLIC ENTITY <small>(Pursuant to FAR 21.6 & OMB Cir-A-87)</small>			
The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as			
<u>DESCRIPTION OF LAND/FACILITIES:</u> Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.			
<u>County:</u> _____ <u>State:</u> _____ <u>Township:</u> _____ <u>Range:</u> _____ <u>Section:</u> _____			
<u>ORDINARY WEAR AND TEAR:</u> Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.			
<u>RATE:</u> For each month that the land/facilities are used, the Government will pay the rate of \$ _____ per month. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ _____, regardless of the length of use. Payment shall be in accordance with the Incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.			
<u>UTILITIES AND SERVICES:</u> (check only one) [] The above rate includes utility charges for the following: <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRICITY <input type="checkbox"/> WATER <input type="checkbox"/> TOILET SUPPLIES <input type="checkbox"/> JANITORIAL SERVICES & SUPPLIES <input type="checkbox"/> TRASH REMOVAL <input type="checkbox"/> SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS [] The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____			
<u>RESTORATION:</u> Restoration beyond ordinary wear and tear. (check only one) [] The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____ [] The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.			
<u>ALTERATIONS:</u> The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.			
<u>ORAL STATEMENTS:</u> Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.			
<u>CONDITION REPORTS:</u> A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.			
<u>OTHER:</u> Describe in detail: _____			
<u>TERMS AND CONDITIONS:</u> See attachment.			
<u>CHECKLIST(S):</u> See attachment.			

2

Page ___ of ___
Agreement No: _____

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER (if different from Owner's)		PHONE NUMBER:	

1
2

Page ____ of ____
Agreement No: _____

PRE-USE INSPECTION: Description or photos (no digital) or condition Immediately prior the Government's occupancy. Refer to attached checklist.

Owner/Agent: _____ (Print Name) Government Agent: _____ (Print Name)
Signature: _____ Signature: _____
Date: _____ Date: _____

POST-USE INSPECTION: Description of photos (no digital) or condition Immediately following the Government's occupancy.

TOTAL AMOUNT DUE \$ _____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

Owner/Agent: _____ (Print Name) Government Agent: _____ (Print Name)
Signature: _____ Signature: _____
Date: _____ Date: _____

- 1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
- 2 EMERGENCY FACILITIES AND LAND USE AGREEMENT
- 3
- 4 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than
- 5 Commercial Items).
- 6 Reference (URL) for current clauses
- 7 https://www.acquisition.gov/far/html/52_212_213.html

1 **Determination & Finding**

CONTRACTOR: _____

AGREEMENT NO: _____

The following equipment was used during the _____

Incident on the _____ (Agency) _____

(Unit) _____ (equipment make, model, and year) _____

The equipment was hired by _____ on _____

to perform the following duties _____

The Contractor claims that damage occurred as follows (summarize the event that caused the damage): _____

Resulting in the following damage (describe the equipment damage):

The claim amount requested is: \$ _____

Contracting Officer's Finding: _____

2 Continue on attachment if necessary.

3

1. In accordance with the EERA (OF-294), General Provisions, Clause No. 9 Loss, Damage, or Destruction or Clause C.8 of the I-BPA (SF-1449) _____
- _____

2. I hereby determine _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

3. A payment of \$ _____ is offered as payment in full for the damage claimed.

Contracting Officer's Signature

Date

RELEASE

Contract release for an in consideration of receipt of payment in the amount shown in Item 3 of the Determination. Contractor hereby releases the Government from any and all claims arising under this agreement.

Contracting Officer's Signature

Date

Sample Incident Business Operating Guidelines

INCIDENT BUSINESS OPERATING GUIDELINES

(unit name)

Enclosed are Operating Guidelines for incident business administration activities on the _____. These guidelines are provided to support incident management team (IMT) operations and to provide consistency in incident business management operations throughout the unit. Deviation from these guidelines will be negotiated with the Incident Business Advisor (IBA) or Agency Administrator (AA) or Administrative Representative in advance.

Incident Business Advisor

Delegation of Authority. The incident agency's Administrative Representative (name, work phone; cell phone, is the delegated IBA for the incident agency. An off-unit IBA may be resource ordered to assist the unit. During the IBA's absence, any of the following may be delegated IBA responsibilities, depending on availability:

<u>Name</u>	<u>Position</u>	<u>Work Phone</u>	<u>Cell Phone</u>
--------------------	------------------------	--------------------------	--------------------------

Responsibilities

The IBA is a liaison between the Agency Administrator and the IMT. The IBA will make visits to any established incident command post, staging area, and other incident support locations, e.g., expanded dispatch, buying team, administrative payment team, to facilitate communication and successful incident business practices. Technical specialists may accompany the IBA to assist in specific areas of concern, e.g., business, fiscal or acquisition personnel. The IBA will provide all incident support activities with telephone number(s) to ensure 24-hour contact for business management assistance.

In dealing with cost containment issues, it is important for the IBA to be a partner with the IMT and AA for effective cost containment balances, taking into consideration fire suppression tactics and strategies relative to the incident. This requires aggressive action to highlight inappropriate or questionable procurement requests as well as ineffective use of items under contract, plus exploration of alternatives, whereby joint IC, AA and IBA decision can be made.

1 **Organization and Communications**

2 Names of the individuals responsible for counterpart activities:

3 Acquisition (name, work phone, cell phone)

4 Property Management (name, work phone, cell phone)

5 Unit Dispatch (name, work phone, cell phone)

6 Injury Compensation (name, work phone, cell phone)

7 Claims (Property Loss/Damage) (name, work phone, cell phone)

8 At a minimum, the Finance/Administration Section Chief (FSC) and IBA will
9 establish a set time for daily communications for information exchange and to
10 report current progress of incident business management operations.

11 Note: It is recommended the IBA contact the FSC after the IMT has been
12 notified of release from the incident, to ensure all financial documents are ready
13 for transition to the incident agency, payment office or replacement IMT and to
14 check on the status and condition of payments processed by the
15 Finance/Administration Section. Follow-up will also be made following
16 payments to provide information on fiscal, procurement, etc. insights.

17 The Procurement Unit Leader is responsible to communicate with the Supply
18 Unit Leader and Buying Team leader throughout the incident.

19 The open flow of communication between these parties will facilitate acquisition
20 needs and property tracking.

21

1 **Procurement**

2 The **incident agency Administrative Representative** provides the
3 Finance/Administration Section with the Incident Service and Supply Plan.
4 Incident agency acquisition staff is available to discuss information provided in
5 the plan.

6 Service and Supply Plan to include:

- 7 • Acquisition Organization Chart including contact work and cell telephone
8 numbers
- 9 • Emergency Service Providers (include Agency-Provided Medical Care
10 information, if applicable)
- 11 • List of Emergency Equipment Rental Agreements (EERAS) (The IMT is
12 responsible to request copies EERAs as necessary.)
- 13 • Supply/Service Vendors (include copies of Blanket Purchase Agreements)
- 14 • Local interagency agreements and operating plans
- 15 • Incident Agency and local unit procurement procedures
- 16 • Geographic Area Equipment Rates (Interagency Incident Business
17 Management Handbook, Chapter 20)
- 18 • Maps - geographical information

19 Many of the normal restrictions on purchasing supplies and services apply when
20 buying for incident operations. Some exceptions exist for emergency incident
21 acquisition, e.g., commissary items and items in lieu of per diem necessary for
22 operating an incident camp. Procurement personnel will consult with the IBA
23 before purchasing such items.

24 Meal and motel tickets will be used and must be signed by both the procurement
25 official and the individual(s) to which issued.

26 **Buying Team Procedures**

27 Initially, incident agency acquisition staff provides acquisition support to the
28 IMT.

29 The incident agency's Administrative Representative determines the need to
30 resource order a Buying Team and may assign incident agency acquisition staff
31 to assist. The Buying Team will follow National Interagency Buying Team
32 Guide operating procedures and adhere to incident agency policy.

33 The IBA and/or appropriate official consult with the IMT and expanded dispatch
34 regarding Buying Team release date.

35 Buying Team Leader is responsible to visit the incident command post and
36 incident support locations to establish open lines of communication with IMT
37 personnel (e.g., Expanded Dispatch, Logistics Section Chief, Supply Unit
38 Leader and Procurement Unit Leader) to determine the ordering process.

1 **Incident Agency Payments**

2 A representative from the budget/fiscal acquisition staff will visit
3 Finance/Administration units to ensure accuracy of payment processes.

4 Invoices are to be forwarded to budget/fiscal or acquisition, as soon as
5 completed, to ensure timely payment to vendors and contractors. Hand-deliver
6 invoices upon incident closeout to the budget/fiscal unit. Ensure a
7 Finance/Administration Section employee is available to discuss incomplete
8 payments or those requiring additional clarification.

9 **Administrative Payment Teams**

10 The IBA, and/or FSC, and incident agency Administrative Representative
11 determine the need for an Administrative Payment Team (APT).

12 Normally, the APT will be ordered for incidents expected to exceed 2 weeks in
13 duration and the incident agency cannot provide payment support using regular
14 payment procedures.

15 Prior to processing any payments, the APT meets with the incident agency's
16 budget/fiscal staff to ensure procedures are in place to avoid duplicate payments.

17 Depending on the length of the incident and size of vendor's operations, partial
18 payments may be made on a case-by-case basis. All payment documents should
19 be submitted as they are closed out for processing.

20 **End of Pay Period Time & Attendance Reports**

21 The IBA and FSC will determine the most efficient and effective means for
22 processing/communicating pay information to home units at the end of each pay
23 period.

24 **Law Enforcement**

25 All criminal investigations will be conducted by the assigned criminal
26 investigators and law enforcement officers, and will be supervised by the
27 Agency Law Enforcement Coordinator

28 *Name* *Phone*

29

30 Incident assigned law enforcement personnel are responsible to complete other
31 types of investigations (claims, motor vehicle accidents, etc.).

32 **Closeout**

33 The Incident Finance Package will meet the standards outlined in Chapter 40 of
34 the Interagency Incident Business Management Handbook. The _____
35 (unit) also requires the following:

36 1. xxxxx

- 1
 - 2
 - 3
 - 4
 - 5
 - 6
2. xxxxx
3. xxxxx
- The IBA and Administrative Representative will participate in the IMT exit interview. The IBA and Administrative Representative provide input to the Agency Administrator regarding IMT performance related to business management. A finance section closeout will be conducted per agency policy.

1

Cost Log

COST LOG	INCIDENT #:			DATE	PERSONNEL	AIRCRAFT	RETARDANT	EQUIPMENT/ AGREEMENTS	DAILY SUBTOTAL	SUPPORT COSTS	SUPPLY COSTS	DAILY COST ADJUSTED COST	GRAND TOTAL											

2

1

Complex, Merge & Split Considerations

Effects to Consider When Incidents Complex, Merge or Split

# Scenario	Issue	Effect	ROSS	I-Suite	Fire Code	IMT	ICBS-R	ICS-209
1	Multiple IMTs Managing FireCode	Have one incident and effect – can separate databases	Minimal block	Two separate databases	No effect	Creates extra step for resource incident in	One instance of incident in	One 209 created.
2	One IMT managing multiple incidents	The incidents are complexed	Utilize complex function, not merge.	One database with parent complex.	When establishing the complex code, need	Simplifies ordering and reporting (if be ordered	Supply resources will have to within the complex.	1) Create separate 209 for each incident within the complex. 2) One 209 for the
3	One IMT managing multiple incidents	The incidents were not ordered on	Resources need to be ordered on	(1) If handle one under one database.	FireCode for each	Required to separate resources ordering is	Minimal effect if ordering is	Create a separate 209 for each incident.
4	One IMT managing multiple incidents	Handle merged fires as separate	No effect	No effect	No effect – separate codes	No effect – Challenge management	Supply resources will have to individual 209s	Continue to report separate on
5	One IMT managing multiple incidents – Two or	Handle merged fires as single fire incident,	Merge fires in system: Choose primary incident,	Demob resources from non-primary fires and	No effect – code from primary utilized	Accommodate for new fire resource order numbers	No effect as long as ROSS merged incidents	Aggregate merged fires on one 209. If each fire has an existing 209, finalize one 209 ad use the
6	Multiple incidents managed by – same	Not complexed – same	No effect	If fires are in one database,	No effect	No effect	No effect	IMT's continue process of 209 submission for each

2

Effects to Consider When Incidents Complex, Merge or Split

#	Scenario	Issue	Effect	ROSS	I-Suite	Fire Code	IMT	ICBS-R	ICS-209
7	Reorganization or split of a complex incident, multiple	Various options and combinations of data management in or out of the scene.	Can accommodate moving an incident or out of another.	If fires are in one database, very difficult to enter into.	If a new Fire Code is created, should document the imd database.	Not difficult	Will need individual incident number and fire code to initiate new 209 for process	Complicated for 209 reporting.	A split of one fire under multiple IMTs;
8	Loaning resources among IMTs	Various options and combinations of resources	Should be reassigned	Demob resource is not	No effect	Reluctant to reassign due to losing direct	Will be unable to credit or charge for	Add and subtract resources from among the sharing fires on the 209 for	
9	Incident(s) or Complex(s) crossing geographic areas	Multiple dispatch centers (Issue: geographic)	Assign one geographic center and expanded dispatch – When the	No effect	Do not create a new Fire Code when fire crosses jurisdictions	No effect	No effect as long as the incident order and fire code does not	No effect as Two GA's may agree to split the incident between them. The IMT must submit a new 209 to the new GACC (will	

All-Hazards Checklist**ALL-HAZARDS CHECKLIST****PRE-INCIDENT**

- 4 Ensure access to Reference Library – Wildland Fire and All-Hazards.*
- 5 Copies of Agreements (interagency, joint powers, cost share, cooperative,
6 local, etc.)
- 7 Copies of Emergency Planning Documents (Pandemic, Hurricane. All-
8 Hazards Response Guides, etc.) that are applicable, if any.
- 9 Geographic Area Supplements
- 10 Arrival at Incident
- 11 Participate in any in-briefings regarding the incident response.
- 12 Contact Numbers of Key Agency Fiscal Personnel/Assigned Liaison, if one
13 assigned.
- 14 Incident Agency Business Operating Guidelines.
- 15 Copy of Incident Agency organization chart, telephone list.
- 16 Copy Incident Action Plan.
- 17 Copy Wildland Fire Decision Support System (WFDSS).
- 18 Copy of Delegation of Authority.
- 19 Determine how medical care being handled.
- 20 Procedures for hiring and paying casuals.
- 21 Determine ordering processes in place or anticipated (EMAC, FEMA.)
- 22 Determine who and how incident procurements are being handled.
- 23 Understand expenditure, purchasing and property restrictions.
- 24 Determine Incident Agency Finance Package Guidelines.
- 25 Determine the need to establish agreements with other Federal partners (i.e.,
26 incidents on Federal lands where another federal agency comes to assist.)
- 27 Local area and state maps.
- 28 Copy of Emergency Support Function, Regional Operations Center, Area
29 Command, Incident Management Team (IMT) and Incident Agency
30 Briefing schedules and conference call times.

- 1 During Incident
- 2 Incident periods, FEMA declaration time frames.**
- 3 Copies of any FEMA Mission Assignment(s) (MA).**
- 4 Meet with Key Agency Personnel to discuss financial guidelines, issues and
- 5 concerns.
- 6 All Accounting Codes applicable to the incident response.**
- 7 Initiate incident cost accounting to meet agency reimbursement needs.
- 8 ESF4 – Organization Chart for the Incident, if applicable.
- 9 ESF, Regional Coordinator Center or Joint Field Office Organization Chart
- 10 with contact names and numbers, as needed.
- 11 On-scene FEMA contact name(s) and numbers.
- 12 Post Incident
- 13 Participate in transition meeting with incoming/outgoing financial staff
- 14 advisors.
- 15 Close-out with Agency Administrator or designee.
- 16 * Found in the Tool Kit of Interagency Incident Business Management
- 17 Handbook or on-line at <https://www.nwcg.gov/>
- 18 ** May also be obtained at incident arrival and/or need to check on an on-going
- 19 basis for additions.

Glossary

Definitions contained in this glossary are used throughout the handbook. Specific definitions unique to a chapter are found within that chapter. Terms and definitions found in the NWCG Glossary of Wildland Fire Terminology are annotated with an asterisk (*). For additional definitions refer to the *NWCG Glossary of Wildland Fire Terminology*.

Accounting Code: Agency-specific accounting data. Each agency assigns a specific accounting code to an incident.

Accrual Reports: Cost reports utilized for financial obligation purposes.

***Administrative Payment Team (APT):** A team that supports incident agencies by processing payments for resources. Resources may include emergency equipment, casualties, local vendors for supplies, etc.

Administrative Representative (AR): Individual responsible for incident agency business management functions, such as personnel, procurement, fiscal, etc.

Administrative Workweek: Period of seven consecutive calendar days designated in advance by the head of a department (5 U.S.C. 6101(a)).

Administratively Determined (AD): A person hired and compensated under the Administratively Determined (AD) Pay Plan for Emergency Workers (Casuals).

***Agency Administrator (AA):** The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.

Agency Specific Costs: Costs incurred by an agency that address the sole concern of only the agency or are not incurred with mutual benefit. Agency specific costs are not shared.

All-Hazards Incident: An incident, natural or man-made, that warrants action to protect life, property, environment, public health or safety, and minimize disruptions of government, social, or economic activities.

***Area Command (AC):** An organization established to: 1) oversee the management of multiple incidents that are each being handled by an incident management team (IMT) organization; or 2) to oversee the management of a very large incident that has multiple IMTs assigned to it. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources based on priorities, ensure that incidents are properly managed, and that objectives are met and strategies followed.

1 ***Area Commander (ACDR):** The ICS position responsible for the overall
2 direction of incident management teams assigned to the same incident or
3 incidents in close proximity managed under Area Command. Position
4 responsibilities include ensuring that conflicts are resolved, compatible incident
5 objectives are established, and strategies are selected for the use of critical
6 resources among assigned incident management teams.

7 **Base Hours:** The number of hours in a daily tour of duty.

8 **Basic Workweek:** Refers to the scheduled workweek of the employee
9 (individual) at the home unit.

10 **Billable/Reimbursable Costs:** Those agency costs that are billable and/or
11 reimbursable as defined by the master or individual cost share agreement.

12 **Burned Area Emergency Response (BAER) Team:** BAER teams are formed
13 to analyze post-fire conditions and to take immediate emergency stabilization
14 action to prevent loss of life and property and critical and natural resources. It is
15 the Agency Administrator's responsibility to order or designate a BAER Team.

16 **Buying Team:** A team that supports one or more incidents and is authorized to
17 procure a wide range of services, supplies, and land and equipment rentals. In
18 addition, the Buying Team Leader has the responsibility of coordinating
19 property accountability with the Supply Unit Leader.

20 **Casual:** A person hired and compensated under the Administratively
21 Determined (AD) Pay Plan for Emergency Workers (Casuals). Also referred to as
22 Administratively Determined (AD) or Emergency Firefighter (EFF).

23 **Claim:** A written demand for a specific amount of money or other objects of
24 value, other than ordinary obligations incurred for services, supplies, or things.

25 **Claimant:** An individual, partnership, association, corporation, country, the
26 federal government, state, or other political subdivision asserting a right,
27 demand, or claim against another entity.

28 **Complex Incident:** Two or more individual incidents located in the same
29 general area which are assigned to a single incident commander or unified
30 command.

31 **Contract:** Any written agreement giving one party a right, a service, or a
32 commodity in exchange for a right, a service, or a commodity. Contracts
33 include land use permits, purchase orders, equipment rental agreements, leases,
34 etc.

35 **Contracting Officer (CO):** Agency personnel with specific delegation of
36 procurement authority, also known as warranted Contracting Officer.

37 **Contracting Officer's Technical Representative (COTR) / Contracting**
38 **Officer's Representative (COR):** An individual designated by the Contracting

1 Officer to provide technical support for the contract within specific authority
2 and limitations as specified in the delegation. The COTR/COR must be agency
3 certified.

4 **Contractor:** Private sector personnel, vendor or business contracted to provide
5 goods and services to a government agency.

6 ***Cooperator:** A federal, tribal, state, or local agency that participates with
7 another agency(s) in planning and conducting fire or emergency management
8 projects and activities.

9 **Dry:** The government furnishes all operating supplies after the equipment
10 arrives at the incident.

11 **e-ISuite:** The principle application which supports core business functions for
12 incident management (finance, plans, and supply).

13 **Emergency:** Any incident, whether natural or man-made, that requires
14 responsive action to protect life or property. Under the Robert T. Stafford
15 Disaster Relief and Emergency Assistance Act, an emergency means any
16 occasion or instance for which, in the determination of the President, federal
17 assistance is needed to supplement state and local efforts and capabilities to save
18 lives and to protect property and public health and safety, or to lessen or avert
19 the threat of a catastrophe in any part of the United States.

20 **Emergency Equipment Rental Agreement (EERA):** An agreement written at
21 an incident using an EERA, OF-294. The duration is for the length of the
22 incident only.

23 **Emergency Support Function (ESF):** Used by the federal government and
24 many state governments as the primary mechanism at the operational level to
25 organize and provide assistance. ESFs align categories of resources and provide
26 strategic objectives for their use. ESFs utilize standardized resource
27 management concepts such as typing, inventorying, and tracking to facilitate the
28 dispatch, deployment, and recovery of resources before, during, and after an
29 incident.

30 **ESF Coordinator:** The entity with management oversight for that particular
31 ESF. The coordinator has ongoing responsibilities throughout the preparedness,
32 response, and recovery phases of incident management.

33 **ESF Primary Agency:** A federal agency with significant authorities, roles,
34 resources, or capabilities for a particular function within an ESF. A federal
35 agency designated as an ESF primary agency serves as a federal executive agent
36 under the Federal Coordinating Officer (or Federal Resource Coordinator for
37 non-Stafford Act incidents) to accomplish the ESF mission.

38 **ESF Support Agency:** An entity with specific capabilities or resources that
39 support the primary agencies in executing the mission of the ESF.

- 1 **Federal Coordinating Officer (FCO):** The official appointed by the President
2 to execute Stafford Act authorities, including the commitment of FEMA
3 resources and mission assignment of other federal departments or agencies. In
4 all cases, the FCO represents the FEMA Administrator in the field to discharge
5 all FEMA responsibilities for the response and recovery efforts underway. For
6 Stafford Act events, the FCO is the primary federal representative with whom
7 the State Coordinating Officer and other state, tribal, and local response officials
8 interface to determine the most urgent needs and set objectives for an effective
9 response in collaboration with the Unified Coordination Group.
- 10 **Federal Wage System Employee:** Regular federal government employee who
11 is compensated under the Federal Wage System and referred to as wage grade
12 (WG), wage leader (WL), or wage supervisor (WS) employee.
- 13 **FireCode:** Unique code (alpha-numeric) assigned to wildland fire activities.
14 Each agency incorporates the FireCode into its accounting string.
- 15 **Fireline:** For purposes of pay administration for hazardous duty, a fireline is
16 defined as the area within or adjacent to the perimeter of an uncontrolled
17 wildfire of any size in which action is being taken to control fire. Such action
18 includes operations, which directly support control of fire (e.g. activities to
19 extinguish the fire, ground scouting, spot fire patrolling, search and rescue
20 operations, and backfiring).
- 21 **First Aid:** Emergency care or treatment given to an ill or injured person before
22 regular medical care can be obtained. First aid is generally provided by someone
23 other than a physician. On incidents, most first aid is provided in the field or
24 camp by medical unit personnel such as Emergency Medical Technicians
25 (EMT).
- 26 **General Schedule Employee:** A regular federal government employee who is
27 compensated under the General Schedule (GS) Pay Plan.
- 28 ***Geographic Area:** A boundary designated by governmental agencies
29 (wildland fire protection agencies) within which they work together for the
30 interagency, intergovernmental planning, coordination, and operations
31 leadership for the effective utilization of emergency management resources
32 within their area. There are nine geographic areas. A listing of the areas can be
33 found in the National Interagency Mobilization Guide, Chapter 70 along with
34 listings of the Geographic Coordinating Areas and Geographic Area
35 Coordination Centers.
- 36 **Government Vehicle:** A vehicle owned by, on loan to, leased or rented by the
37 government.
- 38 **Home Unit:** For the purposes of this handbook, the employing office where the
39 individual is regularly assigned or agency location where the individual is hired.

1 ***Incident:** An occurrence either human-caused or natural phenomenon, that
2 requires action or support by emergency service personnel to prevent or
3 minimize loss of life or damage to property and/or natural resources.

4 **Incident Agency:** The organizational unit responsible for the incident activities.

5 **Incident Assignment:** An assignment to an incident that requires a length of
6 commitment.

7 **Incident Blanket Purchase Agreement (I-BPA):** A pre-season agreement for
8 equipment, supplies, or services to be used on fire and all-hazards incidents,
9 issued on a Solicitation/Contract/Order for Commercial Items, SF-1449 form. I-
10 BPAs are awarded on a competitive basis using commercial item procedures.

11 ***Incident Business Advisor (IBA):** Liaison and advisor to the Agency
12 Administrator or Area Commander and works directly for the Agency
13 Administrator or Area Commander. Serves as a bridge to the Agency
14 Administrator, Incident Management Team, and other incident support
15 functions.

16 **Incident Commander (IC):** The position responsible for overall management
17 of the incident. The IC reports to the Agency Administrator for the agency
18 having incident jurisdiction.

19 **Incident Contract Project Inspector (ICPI):** An individual responsible for
20 inspecting contracted resources to ensure compliance with the
21 contract/agreement requirements.

22 ***Incident Management Team (IMT):** The Incident Commander and
23 appropriate command and general staff personnel assigned to an incident.

24 **Incident Order Number:** The number assigned to an incident. This number
25 follows a standard format where the first two letters indicate the state, the next
26 letters are the incident agency, and the last six digits are agency assigned.

27 **Incident Support Cache:** Refers to type 1 (national interagency support
28 cache), type 2 (national interagency support cache satellite), and type 3 (local
29 interagency support cache). Caches may consist of a pre-determined
30 complement of tools, equipment and/or supplies stored in a designated location,
31 available for incident use.

32 ***Incident Support Organization:** Includes any off-site support provided to an
33 incident. Examples would be agency dispatch centers, airports, mobilization
34 centers, etc.

35 ***Jurisdictional Agency:** The agency having land and resource management
36 responsibility for a specific geographical or functional area as provided by
37 federal, state, or local law.

38 ***Local Resource:** Resources within a dispatch center's area of responsibility.

1 **Major Disaster:** Under the Robert T. Stafford Disaster Relief and Emergency
2 Assistance Act, any natural catastrophe (including any hurricane, tornado,
3 storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic
4 eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause,
5 any fire, flood, or explosion in any part of the United States that, in the
6 determination of the President, causes damage of sufficient severity and
7 magnitude to warrant major disaster assistance under the Stafford Act to
8 supplement the efforts and available resources of states, local governments, and
9 disaster relief organizations in alleviating the damage, loss, hardship, or
10 suffering caused thereby.

11 **Medical Care:** Treatment including managing and caring for a patient for the
12 purposes of combating disease or disorder. Care is generally provided by a
13 physician.

14 **Mission Assignment:** The mechanism used to support federal operations in a
15 Stafford Act major disaster or emergency declaration. It orders immediate,
16 short-term emergency response assistance when an applicable state or local
17 government is overwhelmed by the event and lacks the capability to perform, or
18 contract for, the necessary work.

19 **Negligence:** Failure to exercise a degree of care, which a careful and prudent
20 (reasonable) person would exercise under similar circumstances.

21 **Occupational Disease or Illness:** A condition produced by the work
22 environment over a period longer than a single workday or shift. It may result
23 from systemic infection, repeated stress or strain, exposure to toxins, poisons, or
24 fumes, or other continuing conditions of the work environment (20 CFR Subpart
25 A, 10.5(q); Office of Workers Compensation Programs (OWCP) Publication
26 CA-810, 2-3).

27 **Off-Shift:** Non-compensable time, e.g., eating, sleeping or other activities of a
28 personal nature.

29 **On-Shift:** Time of actual work, ordered standby, or compensable travel with a
30 specific start and ending time.

31 **Off-Site/Remote Assignment:** Work performed by an individual employee in
32 support of an incident while remaining at the employee's duty station or other
33 designated off-site location

34 **On-Call:** An employee will be considered off duty and time spent in an on-call
35 status shall not be considered hours of work if: 1) The employee is allowed to
36 leave a telephone number or to carry an electronic device for the purpose of
37 being contacted, even though the employee is required to remain within a
38 reasonable call-back radius; or 2) The employee is allowed to make
39 arrangements such that any work which may arise during the on-call period will

GLOSSARY

1 be performed by another person. (Reference 5 CFR 551.431(b) (1-2)). Specific
2 state pay guidelines for non-pay status shall apply for state employees.

3 ***Operational Period:** The period of time scheduled for execution of a given
4 set of tactical actions, as specified in the Incident Action Plan. Operational
5 periods can be of various lengths, although usually not over 24 hours.

6 **Ordered Standby:** An employee is on duty, and time spent on standby duty is
7 hours of work if, for work-related reasons, the employee is restricted by official
8 order to a designated post of duty and is assigned to be in a state of readiness to
9 perform work with limitations on the employee's activities so substantial the
10 employee cannot use the time effectively for his or her own purposes. A finding
11 that an employee's activities are substantially limited may not be based on the
12 fact that an employee is subject to restrictions necessary to ensure that the
13 employee will be able to perform his or her duties and responsibilities, such as
14 restrictions on alcohol consumption or use of certain medications (5 CFR
15 551.431(a) (1)).

16 **Physician:** The term "physician" includes doctors of medicine (MDs),
17 surgeons, podiatrists, dentists, clinical psychologists, optometrists, chiropractors,
18 and osteopathic practitioners within the scope of their practices as defined by
19 state law. Any treatment by a nurse practitioner or physician's assistant must be
20 countersigned by a physician as defined in the previous sentence and in
21 Department of Labor (DOL) Publication CA-810.

22 **Pollution Response Funding Authorizations (PRFA):** The mechanism used
23 to authorize funding for operations under the National Oil and Hazardous
24 Substances Pollutions Contingency Plan, as directed by the US Coast Guard
25 and/or the Environmental Protection Agency.

26 ***Prescribed Fire:** Any fire intentionally ignited by management actions in
27 accordance with applicable laws, policies, and regulations to meet specific
28 objectives.

29 **Prevention Team:** Provides support to fire prevention and wildland fire
30 educational needs preceding and during periods of high wildland fire danger or
31 prescribed fire activity. The teams provide assistance to wildland fire managers
32 with coordination of fire loss mitigation efforts with public, state or local
33 agencies.

34 **Procurement Officer:** Agency personnel with specific delegation of
35 procurement authority, acting within the limits of agency policy of said
36 authority.

37 ***Protecting Agency:** Agency responsible for providing direct incident
38 management within a specific geographical area pursuant to its jurisdictional
39 responsibility or as specified and provided by contract, cooperative agreement,
40 etc.

GLOSSARY

- 1 **Regular Government Employee:** Includes any individual hired under
2 authorities other than the AD Pay Plan for Emergency Workers. Federal general
3 schedule and federal wage system employees are included in this category.
- 4 **Request Number (Resource Order Number):** As resources are ordered to
5 respond to an incident, Request Numbers (occasionally referred to as a resource
6 order number) are issued. The order number includes the incident number, an
7 alpha character (S = Supplies, E = Equipment, O = Overhead, A = Aircraft, C =
8 Crews, M = Agency Provided Medical Care) followed by a sequential number.
- 9 ***Severity Funding:** Suppression funds used to increase the level of
10 presuppression capability and fire preparedness when predicted or actual
11 burning conditions exceed those normally expected, due to severe weather
12 conditions.
- 13 **Solicitor/Office of the General Counsel:** Legal counsel to the Department of
14 the Interior and the Department of Agriculture, respectively. Legal counsel is
15 solely authorized to determine and settle tort claims.
- 16 **Spot Change:** The second continuous day of an incident, a regular government
17 employee's normal daily tour of duty is "spot changed" to where the first 8, 9, or
18 10 hours worked are base hours.
- 19 ***Supporting Agency:** An agency providing suppression or other support and
20 resource assistance to a protecting agency.
- 21 **Third-Party Case:** An injury or illness/disease caused by a person or object
22 under circumstances that indicate there may be a legal liability on a party other
23 than the federal or state government. Contact the home unit for case
24 management advice.
- 25 **Time Recording:** Recording all time presented by others. Personnel time
26 recorders record time from the Crew Time Report, SF-261, to the Incident Time
27 Report, OF-288. Equipment time recorders record time from the Emergency
28 Equipment Shift Ticket, OF-297, to the Emergency Equipment Use Invoice, OF-
29 286.
- 30 **Timekeeping:** Tracking on-shift time of incident resources. Timekeeping is
31 accomplished on the Crew Time Report, SF-261, or the Emergency Equipment
32 Shift Ticket, OF-297.
- 33 **Tort:** A private or civil wrong or injury, inflicted or caused by a negligent or
34 wrongful act or omission, giving the person who suffers from the wrong a right
35 of action for damages. It is also defined as a breach of legal duty not imposed
36 by contract.
- 37 **Tour-of-duty:** The hours of a day (a daily tour-of-duty) and the days of an
38 administrative workweek (a weekly tour-of-duty) that constitutes an employee's
39 regularly scheduled administrative workweek.

1 **Traumatic Injury:** A wound or other condition of the body caused by external
2 force, including stress or strain. The injury must be identifiable by time and
3 place of occurrence and member of the body affected; it must be caused by a
4 specific event or incident or series of events or incidents within a single day or
5 work shift (20 CFR Subpart A, 10.5(ee); OWCP Publication CA-810, 2-2).

6 **Unified Ordering Point (UOP):** Single location through which all incident
7 resource orders are processed.

8 **Unit Identifier:** A code used within the interagency wildland fire community to
9 uniquely identify a particular government organizational unit or a non-
10 government organization recognized by NWCG as a wildland fire cooperator.

11 **Warrant:** The official delegation of authority to contracting officers and
12 procurement officers establishing the dollar amount and type limits for
13 acquisitions.

14 **Wet:** The contractor furnishes all equipment operating supplies.

15 **Wildland Fire Decision Support System (WFDSS):** This system assists fire
16 managers and analysts in making strategic and tactical decisions for fire
17 incidents. It has replaced the WFSA (Wildland Fire Situation Analysis),
18 Wildland Fire Implementation Plan (WFIP), and Long-Term Implementation
19 Plan (LTIP) processes with a single process that is easier to use, more intuitive,
20 linear, scalable, and progressively responsive to changing fire complexity.
21 WFDSS integrates the various applications used to manage incidents into a
22 single system, which streamlines the analysis and reporting processes.

23 ***Wildland Urban Interface (WUI):** The line, area, or zone where structures
24 and other human development meet or intermingle with undeveloped wildland
25 or vegetative fuels. Describes an area within or adjacent to private and public
26 property where mitigation actions can prevent damage or loss from wildfire.

27 **Work Rate:** A daily, hourly, or mileage rate shall apply when equipment is
28 under hire as ordered by the government and on shift, including relocation of
29 equipment under its own power.

- 30
- 31 • Daily Rate – is defined as paid on a calendar day basis (0001-2400).
 - 32 • Single Shift - equipment is staffed with 1 operator or crew. A normal shift
33 could be up to 16 hours long and may cross calendar days.
 - 34 • Double Shift - equipment is staffed with 2 operators or crews (1 per shift)
35 and must be ordered and documented on a resource order. (Reference OF-
36 294 general clauses for payment information.) Regardless of hiring
37 method, on-shift time for operated equipment will be recorded with clock
38 hours on the appropriate document, e.g., equipment hired under a daily rate
will be posted with start and stop time for daily work.