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**National Wildfire
Coordinating Group**



NWCG Standards for Interagency Incident Business Management

PMS 902

April 2018

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The *NWCG Standards for Interagency Incident Business Management* assists participating agencies of the NWCG to constructively work together to provide effective execution of each agency's incident business 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.

Uniform application of interagency incident business management standards is critical to successful interagency fire operations. These standards must be kept current and made available to incident and agency personnel. Changes to these standards 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 the other agencies, the proponent agency should first obtain national headquarters' review and concurrence before forwarding to the NWCG Incident Business Committee (IBC). IBC will prepare draft NWCG amendments for all agencies to review before finalizing and distributing.

The National Wildfire Coordinating Group (NWCG) provides national leadership to enable interoperable wildland fire operations among federal, state, tribal, territorial, and local partners. NWCG operations standards are interagency by design; they are developed with the intent of universal adoption by the member agencies. However, the decision to adopt and utilize them is made independent.

NWCG STANDARDS FOR INTERAGENCY INCIDENT BUSINESS MANAGEMENT

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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.

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

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

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

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

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

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

9 **Casuals**

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

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

18 Nonresident aliens may be hired and paid as casuals for the duration of an incident (Comp. Gen. B-
19 146142, 6/22/61). The Internal Revenue Service (IRS) requires each nonresident alien to have a valid
20 Social Security number (SSN) at the time of hire. The Immigration Reform and Control Act of 1986
21 (Simpson-Rodin Act) also requires completion of an *Employment Eligibility Verification*, I-9 (Exhibit 7)
22 (8 CFR 274a2).

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

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

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

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

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

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

1 Hiring units are responsible to provide the *Incident Behavior* form to single resource casuals, ensure the
2 casual signs the form, retain the original form and provide the casual with a copy. An *Incident Behavior*
3 form, PMS 935 shall be completed annually.

4 Reference Exhibit 1 – AD Pay Plan for key positions that may only be filled by current agency
5 employees and for direction on hiring state, local, and tribal government employees.

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

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

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

- 19 • Be at least 18 years old.
- 20 • Minimum physical fitness standards as established by agency policy.
- 21 • Minimum training requirements for the position before assignment.
- 22 • Agency security requirements.
- 23 • Have proper clothing and footwear.
- 24 • All small unit leadership, e.g., crew bosses and assistants, squad bosses and/or crew section
25 leaders, engine supervisors (captains) and assistants (engineers), must be proficient in the
26 English language and the language used by members of their crew/units.

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

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

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

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

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

1 **Hiring of Federal Retirees**

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

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

7 **Volunteers Under Formal Agreement**

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

10 **Using Regular Government Employees from Federal Agencies**

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

14 **Cooperators**

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

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

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

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

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

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

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

1 Pay Provisions

2 Objective

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

4 Responsibilities

5 Incident Management Team responsibilities:

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

8 Home Unit responsibilities:

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

10 Incident Pay Guidelines

11 One-Day Assignments (0001 to 2400 Hours)

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

17 Multiple-Day Assignments

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

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

29 Record “Day Off” (to signify mandatory day off) in the On/Off columns on the *Crew Time Report*
30 (CTR), SF-261, and the Start/Stop columns on the *Incident Time Report*, OF-288. Leave the Hours
31 column blank on the OF-288. Home unit timekeeper applies agency pay regulations to determine
32 compensable hours for a day off.

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

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

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

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

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

10 Differentials for regular federal employees:

- 11 • Night Work on the Incident – A regular federal employee who has been spot changed to a first
12 8, 9, or 10-hour daily tour of duty is entitled to night differential pay for all non-overtime hours
13 worked between 1800 and 0600 hours. (Comp. Gen. B-193068, 5/22/84.) When Federal Wage
14 System (WG, WL, WS) employees work nights, refer to normal shift requirements. Employees
15 should reference agency specific guidance for entitlement of night differential.
- 16 • Retaining Regular Shift Differential on the Incident – Federal Wage System employees whose
17 daily tour of duty at the home unit includes a shift differential will continue to receive the
18 differential while assigned to the incident even though the temporary assignment does not
19 include shift work. General Schedule (GS) employees are not entitled to retain night differential
20 pay on the incident.
- 21 • Retaining Sunday Differential on the Incident – Temporary changes in the daily tour of duty do
22 not change the days of an individual's weekly tour of duty. Individuals who are entitled to a
23 Sunday differential during their weekly tour of duty at the home unit retain the Sunday
24 differential while assigned to the incident.

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

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

30 **Last Day of the Incident Assignment**

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

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

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

- 1 • Return Outside Individual's Weekly Tour of Duty – If the last day of the incident assignment is
2 not part of the individual's weekly tour of duty, the individual is compensated only for those
3 hours in actual work or compensable travel status. Compensation will be under Title 5 USC or
4 FLSA as appropriate.
- 5 • Tour of Duty on the Last Day of the Incident Assignment – Any amount of recorded and
6 compensable time on the incident requires the entire last day be completed on the nonstandard
7 first 8, 9, or 10-hour daily tour of duty. This applies even though regular or non-emergency
8 duties are resumed.

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

11 **Detail Assignments**

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

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

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

23 Availability

- 24 • Federal employees must obtain supervisory approval.
- 25 • State/local/tribal employees must obtain supervisory approval and meet agency specific
26 requirements.
- 27 • Casual employees are eligible based on agency specific and hiring unit requirements.

28 Ordering Process

- 29 • Employees performing off-site/remote incident assignments will be ordered through the standard
30 dispatch ordering system. A charge code will be provided on the resource order.
 - 31 ○ In the event the employee is ordered to support multiple incidents or to work with a support
32 center supporting multiple incidents, the employee will be provided multiple incident charge
33 codes or a large fire support code by the ordering unit or incident supervisor.
- 34 • Resource orders must specify work will be performed at the official duty station of the assigned
35 individual or other designated off-site location, as appropriate.
- 36 • In general, travel is not authorized for off-site/remote incident assignments. Circumstances may
37 exist that require an employee to make a site visit or incur travel in support of the incident
38 assignment. This should be determined on a case-by-case basis and documented on the resource
39 order.
- 40 • Individuals should utilize government provided equipment.

- 1 • Supplies may be ordered to assist with off-site assignments, following incident procurement
2 guidelines, with incident supervisory approval.
- 3 • Individuals will perform incident support duties and tasks under the direction of the ordering
4 incident.

5 Home Unit Responsibilities

- 6 • Incident management team or the incident supervisor will sign all OF-288s. Arrangements may
7 be made by the incident supervisor to allow for an alternate signature, e.g., GACC Center
8 Manager.
- 9 • Management and approval of time and attendance will be completed by the individual and the
10 home unit supervisor.
- 11 • Performance evaluations should be coordinated between the incident and home unit supervisor,
12 as necessary.
- 13 • Employees will comply with length of assignment and work/rest requirements.
- 14 • Employees with home unit telework agreements must comply with the conditions of their
15 agreement.
- 16 • Employees will adhere to all incident and agency guidelines, policies, and regulations.

17 Time

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

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

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

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

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

- 1 • Resource order must document the employee is being “ordered to be available for incident
2 response resulting from the emergency”.
- 3 • There is no spot change in tour of duty.
- 4 • Employee is required to perform home unit duties and account for base hours against home unit
5 job code, with regular hours, or leave.
- 6 • Incident support after regular work hours are considered overtime and charged to the incident.
- 7 • Employee is NOT entitled to guaranteed base hours for each work day as specified in the section
8 regarding Multiple-Day Assignments.
- 9 • Employee must comply with work/rest requirements.

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

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

15 The employee will apply approved safeguards to protect government/agency records from unauthorized
16 disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of
17 1974, Public Law 93-579, codified at Section 552a, Title 5 U.S.C.

18 **On-Shift Time**

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

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

24 **Travel and Related Waiting Time**

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

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

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

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

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

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

- 3 • Ordered Travel – All hours of actual travel are compensable. This includes traveling from a
4 sleeping facility to the work site, e.g., incident base, fireline, dispatch office, buying team
5 location. There is no limitation on hours, except for waiting time and meal breaks as provided
6 below. See Incident Operations Driving section for driver duty-day limitations.
- 7 • Travel Interruptions – Employees are in compensable travel status for only actual travel and for
8 “usual waiting time” which interrupts travel. Usual waiting time is defined as time necessary to
9 make connections in ordinary travel situations and travel interruptions such as delays when
10 waiting at the airport terminals due to hazardous weather, heavy holiday traffic, airline
11 mechanical problems, etc. Travel interruptions during a period of continuous travel are
12 compensable up to 3 hours as overtime if the travel time occurs outside of the regular tour of
13 duty, except as noted in the Meal Periods section. Travel interruptions exceeding 3 hours (per
14 one-way trip, to or from the destination) where individuals are free to sleep, eat, or, to a limited
15 degree, pursue personal activities including waiting at an airport or other transportation site, are
16 not compensable, and must be shown on the CTR, SF 261, as a travel interruption. In addition,
17 the 3-hour maximum limitation applies even when the one-way trip spans 2 calendar days (50
18 Comptroller General Decision (CG) 519, 1/26/1971).

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

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

- 24 • Meal Periods – Time spent eating during travel interruptions is noncompensable, e.g., eating
25 while waiting in an airport or stopping at a restaurant, and must be shown as a break on the CTR,
26 SF-261. Time spent eating while traveling in a plane, bus, or other vehicle is compensable.
- 27 • Commuting Between Incident Work Site and Residence – When subsistence and lodging are
28 available at the incident, transportation and travel time will not be paid for commuting between
29 the duty location and the individual’s residence.
- 30 • Return Travel – Return travel for employees is compensable when the initial travel resulted from
31 an event, which could not be scheduled or administratively controlled (emergency incident). The
32 time is compensable as overtime when the individual has completed the daily tour of duty.

33 Individuals whose initial travel did not result from an administratively uncontrollable event will have
34 their entitlement to return travel compensated according to pay regulations under FLSA, (5 CFR
35 550.112(g) and 5 CFR 551.422(a)) (5 USC 5544 for Federal Wage System employees).

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

1 **Ordered Standby**

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

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

13 The following guidelines are provided for uniformity:

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

25 Such time is compensable only to the extent needed to complete the guaranteed hours (8, 9, or 10) for
26 that calendar day. No pay authority exists to guarantee individuals more than their base hours. Incident
27 Commanders (IC) or AAs do not have the authority to guarantee more than base hours.

28 **On-Call**

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

- 31 • The employee is allowed to leave a telephone number or to carry an electronic device for the
32 purpose of being contacted, even though the employee is required to remain within a reasonable
33 call-back radius; or
 - 34 • The employee is allowed to make arrangements such that any work which may arise during the
35 on-call period will be performed by another person (5 CFR 551.431(b) (1-2)). Specific state pay
36 guidelines for non-pay status shall apply for state employees.
- 37

1 Off-Shift Time

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

- 5 • At the IC's discretion, regular government employees and casuals may be released during off-
6 shift periods from the incident base or camp.
- 7 • At the IC's discretion, regular government employees and casuals may be restricted to an
8 incident base and all other camps during off-shift periods. This is usually referred to as a "closed
9 camp" (45 FLRA No. 120, 0-NG-1958, Decision and Order on a Negotiability Issue, September
10 18, 1992; Office of the General Counsel, Authority to Close Fire Camps Opinion, March 28,
11 1990).
- 12 • Time spent restricted to the camp where personnel can rest, eat, or, to a limited degree, pursue
13 activities of a personal nature is not compensable. Such time is compensable only to the extent
14 needed to complete the guaranteed base hours. Time spent in ordered standby is compensable.
- 15 • The same policy applies to mobilization and demobilization facilities.
- 16 • Regular government employees assigned to an incident at their home unit should be given their
17 regular scheduled days off when the situation permits. Regular scheduled days off are
18 considered off-shift time and are not compensable.
- 19 • Casuals assigned to an incident at their point of hire are not entitled to compensation for days off.
20 This is considered off-shift time and is not compensable.

21 Meal Periods

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

23 Time for a meal period is not compensable if the employee is not required to perform substantial duties
24 (86 Forest Practices Board Regulations 1026). When an employee's time and attention is primarily
25 occupied by a private pursuit such as eating a meal, then the employee is completely relieved from duty
26 and is not entitled to compensation under the FLSA (102 Labor Employee Press 39580).

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

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

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

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

38 For personnel in support positions, and fireline personnel after control of the fire, a meal period of at
39 least 30 minutes must be ordered and taken for each work shift e.g., a minimum 30 minute break for
40 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 personnel must appropriately
3 manage work and rest periods, assignment duration, and shift length for all incident personnel.

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

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

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

12 **Work/Rest Guidelines**

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

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

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

24 The IC or AA must justify work shifts that exceed 16 hours and those that do not meet 2:1 work/rest
25 ratio. Justification will be documented in the daily incident records. Documentation shall include
26 mitigation measures used to reduce fatigue. The Extended Work Shift Documentation sample found in
27 Appendix B – Tool Kit is an acceptable method of documentation. Any other form of documentation
28 must identify involved resources, include description and rationale regarding the cause of the extended
29 shift, mitigation measures; and approval of appropriate Section Chief and Incident Commander.

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

32 **Incident Operations Driving**

33 These standards address driving by personnel actively engaged in wildland fire or all-hazards response
34 activities, including driving while assigned to a specific incident or during initial attack fire response
35 (includes time required to control the fire and travel to a rest location). In the absence of more
36 restrictive agency policy, these guidelines will be followed during mobilization and demobilization as
37 well. Individual agency driving policies shall be consulted for all other non-incident driving.

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

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

13 **Length of Assignment**

- 14 • Assignment Definition—An assignment is defined as the time period (days) between the first full
- 15 operational period at the first incident or reporting location on the original resource order and
- 16 commencement of return travel to the home unit.
- 17 • Length of Assignment—Standard assignment length is 14 days, exclusive of travel from and to
- 18 the home unit, with possible extensions identified below.

19 Time spent in staging and preposition status counts toward the 14 day limit, regardless of pay status, for

20 all personnel including IMTs.

- 21 • Days Off—After completion of a 14 day assignment and return to the home unit, 2 mandatory
- 22 days off will be provided (2 after 14) (state regulations may preclude authorizing this for State
- 23 employees). Days off must occur on the calendar days immediately following the return travel in
- 24 order to be charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp. Gen.
- 25 Decision 393 (1977)). If the next day(s) upon return from an incident is/are a regular work
- 26 day(s), a paid day(s) off will be authorized.

27 Pay entitlement, including administrative leave, for a paid day(s) off cannot be authorized on the

28 individual's regular day(s) off at their home unit.

29 Agencies will apply holiday pay regulations, as appropriate. A paid day off is recorded on home

30 unit time records according to agency requirements.

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

32 Casuals are entitled to guarantee hours (8 hours) if provided days off on an incident assignment

33 away from their point of hire.

34 Contract resources are not entitled to paid day(s) off upon release from the incident or at their

35 point of hire.

36 Home unit AA may authorize additional day(s) off with compensation to further mitigate fatigue.

37 If authorized, home unit program funds will be used.

1 Agency Pilot Days Off

- 2 • 12 and 2 Work Schedule After completion of a 12 day assignment, 2 mandatory days off will be
 3 provided (2 after 12). Days off must occur on the calendar days immediately following the 12
 4 days in order to be charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp.
 5 Gen. Decision 393 (1977). If the next day(s) are a regular work day(s), a paid day(s) off will be
 6 authorized.
- 7 • 6 and 1 Work Schedule After completion of a 6 day assignment, 1 mandatory day off will be
 8 provided (1 after 6). Days off must occur on the calendar day immediately following the 6 days
 9 in order to be charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp. Gen.
 10 Decision 393 (1977). If the next day(s) are a regular work day(s), a paid day(s) off will be
 11 authorized.

12 All length of assignment rules apply to aviation resources, including agency pilots, notwithstanding the
 13 FAA, and agency policy.

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

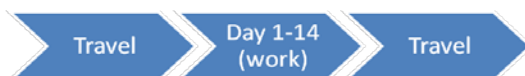
17 Assignments may be extended when:

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

21 Upon completion of the standard 14-day assignment, an extension of up to an additional 14 days may be
 22 allowed (for a total of up to 30 days, inclusive of mandatory days off, and exclusive of travel).

23 Regardless of extension duration, 2 mandatory days off will be provided prior to the 22nd day of the
 24 assignment. When personnel are required to take a mandatory day off, which falls on their normal day
 25 off, there will be no pay compensation.

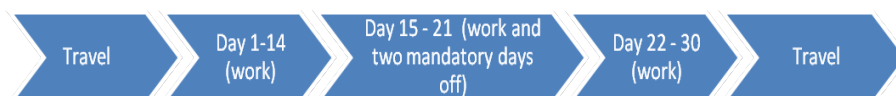
26 14 Day Scenario



28 21 Day Scenario



30 30 Day Scenario



1 Contracts, Incident Blanket Purchase Agreements (IBPA), and EERAs should be reviewed for
2 appropriate pay requirements and length of assignment. If the contract, IBPA, or EERA does not
3 address length of assignment, the incident FSC, or the procurement official should be consulted as to
4 whether compensation for a day off is appropriate.

5 Single Resource Extensions – The Section Chief or IC will identify the need for assignment extension
6 and will obtain the affected resource’s concurrence. The Section Chief and affected resource will
7 acquire and document the home unit supervisor’s approval.

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

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

11 Agency Pilot Extensions –

12 12 and 2 Work Schedule: Upon completion of the 12-day assignment and following 2 days off, one
13 extension of 12 days may be allowed (for a total of up to 26 days including travel to the home unit) with
14 home unit supervisor approval. The agency pilot shall return to the home unit following the 2nd 12 day
15 assignment. 2 mandatory days off will be provided on day 27 and 28. When personnel are required to
16 take a mandatory day off, which falls on their normal day off, there will be no pay compensation.

17 6 and 1 Work Schedule: Adhering to the 6 days on and 1 day off schedule, an agency pilot will be
18 allowed to extend up to 20 days including days off and travel to the home unit. The agency pilot shall
19 return to the home unit following the 3rd 6 day assignment. One mandatory day off will be provided on
20 day 21. When personnel are required to take a mandatory day off, which falls on their normal day off,
21 there will be no pay compensation.

22 IMT Extensions – IMT extensions are to be negotiated between the incident AA, the IC, and the
23 GMAC/NMAC (if directed).

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

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

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

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

10 Required days off for employees assigned to an incident at their home unit are not compensable when
11 they occur on the employee's regularly scheduled day(s) off. Management directed day(s) off on an
12 employee's regularly scheduled workday(s) are considered excused absences and are compensable.
13 Agency policy determines approval authority level and documentation requirements for a management
14 directed day off. Home unit documents management directed days off per agency requirements. A
15 management directed day off may only be given when the employee is at the home unit and is charged
16 to home unit funds (cannot be charged to incident funds).

17 **Other Pay Provisions**

- 18 • Supervisory Personnel – Time spent in planning and technical sessions, arranging for tools and
19 transportation, refurbishing equipment, and performing supervisory duties such as completing
20 CTRs, giving assignments, etc., is compensable as work time.
- 21 • Holiday Pay – Regular government employees who are spot changed to a first 8, 9, or 10 hour
22 tour of duty are compensated for holiday pay if the individual would have been entitled in their
23 regular position. Additional hours are treated as overtime and paid at applicable rate.
- 24 • Inadequate Food or Lodging – Inadequate food or lodging situations should be the exception.
25 When nonexempt regular government employees and casuals do not receive adequate food or
26 lodging, they shall be in pay status the entire time they are working, sleeping, or eating (Comp.
27 Gen. B-230414, 1/10/90).

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

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

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

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

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

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

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

- 8 • **Medical Treatment** – When a regular government employee or casual is provided medical
9 treatment by the incident, pay entitlement will not exceed actual hours worked or guarantee (8
10 hours per day for casuals) whichever is greater for that calendar day (5 CFR 551.425). Time
11 spent traveling to or from a medical facility and/or time spent receiving medical attention is
12 considered compensable time only if it falls within the employee's regular guaranteed work
13 hours. Overtime cannot be earned (reference Continuation of Pay (COP) section).
- 14 • **Biweekly Earning Limitation** – The biweekly earning limitation on premium pay contained in 5
15 CFR 550.105 is waived for Department of the Interior (DOI) and Department of Agriculture
16 (USDA) General Schedule employees working in connection with wildland fire activities (Public
17 Law 107-107, Section 1114). This authority does not apply to all-hazards responses (reference
18 Chapter 90).
- 19 • **Maximum Annual Earning Limitation** – The maximum annual earning limitation limits a regular
20 federal government exempt employee's basic and premium pay to the annual salary of a GS-15,
21 Step 10 grade level, including locality and/or special salary rate, or Level V of the Executive
22 Schedule, whichever is greater (5 CFR 550.106). This includes overtime and compensatory
23 time, as well as Sunday and night differential, but excludes hazard pay differential (5 CFR
24 550.107).

25 There is no provision in law to waive any salary payments received by an employee that exceeds the
26 annual maximum earnings limit. Federal employees should monitor their total earnings to ensure they
27 do not exceed the annual maximum earnings limitation.

28 **Hazard Pay for General Schedule Employees**

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

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

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

37 **Definitions for Hazard Pay Purposes**

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

1 Fireline – For the purpose of hazardous duty pay administration, a fireline is defined as the area within
 2 or adjacent to the perimeter of an uncontrolled wildfire of any size in which action is being taken to
 3 control fire. Such action includes operations which directly support control of fire, e.g., activities to
 4 extinguish the fire, ground scouting, spot fire patrolling, search and rescue operations, and backfiring.

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

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

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

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

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

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

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

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

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

- 21 • Firefighting – Participating as a member of a firefighting crew in fighting forest and range fires
 22 on the fireline before the fire is controlled. This includes single resource personnel assigned to
 23 the fireline. Personnel assigned firefighting duties are not entitled to hazard pay after the
 24 declaration of an official control time and date.

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

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

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

- 34 • Groundwork Beneath Hovering Helicopter – Participating in ground operations to attach an
 35 external load to a helicopter hovering just overhead.

- Work in rough and remote terrain – 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.

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

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

Regulations Governing Payment of Hazard Differential for General Schedule Employees

- All-hazard pay differential for GS employees is based on a 24 hour day from 0001 to 2400 hours. An individual who performs duties for which hazard pay differential is authorized shall be paid the hazard differential for all hours in pay status during the calendar day in which the hazardous duty is performed.
 - The automatic cut off time is 2400 hours. An individual working beyond 2400 hours into the next day is entitled to hazard pay differential for 2 days only if exposed to the hazard before and after 2400 hours.
 - No minimum time requirements for exposure shall be established to earn entitlement to differential pay for hazardous duty. Any amount of actual exposure during a calendar day qualifies the individual for the pay differential for all compensable hours performed that day.
- Hazard pay shall be computed on the basis of all hours in pay status. If in an 8 hour workday the individual performs hazardous duty for 1 hour and is in paid leave for 7 hours, the hazard pay differential shall be computed on the full 8 hours. If the individual were in non-pay status (leave without pay) for 7 hours, the hazard pay would be computed on the basis of the 1 hour in pay status.
- Hazard pay shall be computed on the basis of an individual's base compensation and shall be paid in addition to any other compensation the individual earns under other statutory authority.
- Hazard pay differential is in addition to any other premium pay or allowances payable under other provisions of this chapter. It is not subject to the biweekly maximum limitation provisions, which the law places on the amount that may be received for overtime work (5 CFR 550.106 and 550.907) but is subject to the annual aggregate compensation limit (5 CFR 530.202(4)).

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

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

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

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

- 1 • Firefighting – Participating or assisting in firefighting operations on the immediate fire scene and
2 in direct exposure to the hazards inherent in containing or extinguishing fires.
- 3 • Flying – Individuals, except pilots, who are participating in limited control flights.

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

- 9 • High Work – Working on any structure of at least 30 meters (100 feet) above the ground, deck,
10 floor or roof, or from the bottom of a tank or pit. Working at a lesser height if the footing is
11 unsure or the structure is unstable.
- 12 • Groundwork Beneath Hovering Helicopter – Participating in operation to attach or detach
13 external load to a helicopter hovering just overhead.

14 **Criteria for Entitlement to Environmental Differential for Federal Wage System Employees**

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

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

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

<u>Differential</u>	<u>Category</u>
22 25 Percent	23 Fighting Wildland or Range fires on the fireline

- 24 • Compensation Based on Actual Exposure.

<u>Differential</u>	<u>Category</u>
25 100 Percent	26 Participating in low level flights in small aircraft including helicopters
27 25 Percent	28 High work
29 15 Percent	30 Participating in operations to attach external load to or from helicopter 31 hovering just overhead.
32 4 Percent	33 Performing work, which subjects the individual to soil his/her clothing, 34 beyond that normally to be expected in the duties of the classification. 35 Where the condition is not adequately alleviated by the mechanical equipment 36 or protective devices being used or which are readily available; or when such 37 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.

1 Regulations Governing Payment of Environmental Differential

- 2 • Shift Basis – When a Federal Wage System employee is exposed to a hazard for which an
3 environmental differential is authorized on a shift basis, the individual is paid the differential for
4 all hours in pay status on the calendar day on which exposed to the hazard.
- 5 • Actual Exposure Basis – When an environmental differential is paid on an actual exposure basis,
6 a Federal Wage System employee is paid a minimum of 1 hour's differential for the exposure.
7 Intermittent exposures during a 1 hour period do not qualify an individual for more than 1 hour's
8 differential pay for that hour. For exposure beyond 1 hour, the individual is paid in increments
9 of one-quarter hour for each 15 minutes and portion thereof in excess of 15 minutes.

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

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

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

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

34 Public Law 106-558

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

1 This overtime provision applies only under the following circumstances:

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

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

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

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

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

31 In an emergency, the exemption status of an exempt employee is determined on a work week basis. An
32 exempt employee shall be nonexempt for any weekly tour of duty in which the employee's primary
33 duties for the period of emergency work are nonexempt (5 CFR 551.211 (f) (2) (ii)). For purposes of this
34 CFR, primary duties typically means, the duty that constitutes the major part (over 50 percent) of an
35 employee's work (5 CFR 551.104). Nonexempt employees retain their nonexempt status regardless of
36 the emergency work performed or the incident position to which assigned.

37 Enter the NWCG approved position code found at <https://www.nifc.gov/IQCS/index.html> on the
38 Incident Time Report, OF-288, to assist home units in documenting nonexempt status for pay purposes.

- 39 • Positions on Type 1 and Type 2 incidents are identified as exempt or nonexempt (reference
40 Exhibit 12).

- 1 • When a position is identified as an assistant, deputy or trainee they will have the same exempt or
2 nonexempt status as the position by the same title, i.e., Assistant Safety Officer - exempt, Deputy
3 Finance/Administration Section Chief – exempt, or Dispatcher Trainee - nonexempt.
- 4 • Positions on Type 1 and 2 incidents that are not identified above and positions on Type 3
5 incidents will be determined as exempt or nonexempt on a case-by-case basis by the employing
6 agency human resource specialist upon submission of a claim by the individual.
- 7 • All positions on Type 4 incidents are considered nonexempt.

8 An individual may be assigned to an incident as a “Technical Specialist.” Specialized training may not
9 be required for these positions. Specialists will perform similar duties during an incident that he/she
10 normally performs. The individual's normal FLSA determination is used to compute pay.

11 **Reasonable Accommodations**

12 Any personnel, regardless of hiring status (regular government or casual), who requires a reasonable
13 accommodation (RA) to perform duties in an incident environment, must have written approval for that
14 RA from their home unit Human Resources or Civil Rights office. Prior to accepting an assignment,
15 individuals should alert the incident of the RA needs so the IC and Agency Administrator can determine
16 if the RA can be provided. If the RA cannot be satisfied, the individual should refuse the assignment.
17 Should an accommodation be requested during the incident, the request must be referred back to the
18 employee's hiring unit for adjudication per agency policy.

19 **Personnel Timekeeping/Recording**

20 **Objective**

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

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

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

29 **Responsibilities**

30 Finance/Administration Section Chief responsibilities:

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

34 Time Unit Leader responsibilities:

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

1 Personnel Time Recorder responsibilities:

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

4 Incident Supervisor responsibilities:

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

7 Incident Personnel responsibilities:

- 8 • Accurately report time to their incident supervisor.
9 • Review time records prior to demobilization.
10 • Submit time records per agency direction.

11 Home Unit Timekeeper responsibilities:

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

14 **Procedures**

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

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

20 On an incident of limited duration at the home unit that involves only home unit personnel, the AA
21 may elect to record emergency incident time directly on the agency time reporting document. When
22 utilizing agency specific overtime authorization forms in lieu of *CTRs* or OF-288s, supervisors need
23 to ensure the same justifications/documentations that would normally be recorded on those official
24 documents are shown or attached to the agency documents (i.e., hazard pay justification,
25 compensable meal breaks, excessive shift justifications, etc.)

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

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

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

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

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

8 An incident supervisor will certify *CTRs* for each operational period which contain the following
9 information:

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

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

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

20 Hazard/Environmental Differential

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

1 ○ Special Pay Provisions

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

4 **Timekeeping Methods**

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

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

9 There are two methods for timekeeping on the CTR:

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

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

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

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

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

20 Travel to an Incident – Travel time is reported on a CTR and recorded on the OF-288 with a “T” entered
21 on the right hand side of the hours column.

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

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

28 The time of departure from the incident is posted by the Time Unit, and a “T” is entered on the right
29 hand side of the Hours column. The individual completes return travel time and obtains home unit
30 supervisor approval.

31 Recording Hazard or Environmental Differential –

- 32 ○ When GS employees perform hazardous duty during any part of the calendar day, an "H" is
33 entered on the right side of the Hours column (Exhibit 5).

- 1 ○ When Federal Wage System employees (WG, WL, WS) perform work for which
2 environmental differential is payable, an “E” is entered on the right side of the Hours
3 column.

4 The differential percentage with corresponding hours is noted in the Remarks block 19.

- 5 • Position Change – Copy from the CTR the effective date, time, new job title, and reason for
6 change in the Remarks block and begin a new column on the OF-288 to indicate the new
7 position title. This information is used to determine FLSA status.
- 8 • Guaranteed Hours – The Time Unit enters the hours as recorded on the CTR. For additional
9 hours necessary to meet base hours, the Time Unit records “Guarantee” in the Start/Stop column
10 and leaves the Hours column blank. The home unit timekeeper is responsible to ensure the
11 proper amount of hours is applied to meet the employee’s base tour of duty.
- 12 • Recording Day(s) Off – The Time Unit records “Day Off” in the Start/Stop column for an on-
13 incident day off. The Time Unit leaves the Hours column blank.
- 14 • If the end of a pay period occurs during an incident, information may be transmitted
15 electronically to the individual's home unit.

16 **Hiring and Payment of Casual Employees**

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

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

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

25 The hiring official and casual should discuss the AD Pay Plan and the pay rates as they pertain to the
26 casual’s qualifications.

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

- 28 • *Employees Withholding Allowance Certificate*, W-4
- 29 • State income tax withholding forms
- 30 • Electronic deposit form

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

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

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

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

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

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

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

- 16 • Actions of Time Unit – The Time Unit collects and examines time reports for completeness and
17 legibility. The PTRC records time from the CTR to the OF-288 (Exhibit 6).
- 18 • Pay Rate Changes – Pay rate/position changes are recorded on the CTR by the incident
19 supervisor. The PTRC begins a new column on the OF-288 with the new rate of pay and
20 indicates reason for change in the Remarks block of the OF-288. A new resource order is not
21 required.
- 22 • Guaranteed Hours – The Time Unit enters the on-shift hours as recorded on the CTR. Any
23 additional hours necessary to meet the 8-hour daily guarantee are listed on a separate line of the
24 OF-288 by the PTRC. After the date, note "Guaranteed Hours" in the Start/Stop blocks and post
25 the necessary additional hours to the Hours column.
- 26 • Day-Off at Incident – The Time Unit records day-off as 8 in the Hours column. Clock hours are
27 not necessary.

28 **Closing Out Incident Time Reports**

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

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

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

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

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

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

- 6 • Regular Government Employees – The Time Unit gives the original, completed and signed OF-
7 288 to the individual to take back to their home unit.
- 8 • Casuals – The Time Unit processes the original OF-288 per hiring agency policy. Return travel
9 time should be recorded per agency guidelines. A completed copy is given to each casual.

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

- 13 • Job Corps and YCC Enrollees – OF-288s are prepared and maintained for all Job Corps and
14 YCC enrollees. The OF-288 shall be completed the same as for casuals.

15 All OF-288s for Job Corps and YCC enrollees are hand carried to the home unit by the assigned
16 supervisor or leader.

17 **Common Timekeeping Issues**

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

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

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

1 Exhibits

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

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

4 [Exhibit 3 – State Alpha Codes](#)

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

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

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

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

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

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

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

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

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

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

2 Current pay plans are available at

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

4 **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

1 Exhibit 3 – State Alpha Codes

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

1 **Exhibit 4 – Example 2, Crew Time Report, SF-261**

CREW TIME REPORT						
(1) CREW NAME SRV #2				(2) CREW NUMBER C-6		
(3) OFFICE RESPONSIBLE FOR FIRE Payette NF			(4) FIRE NAME River Road		(5) FIRE NUMBER ID-PAF-000030	
(6)	(7)		(8)	(9)		(10)
RE- MARKS NO.	NAME OF EMPLOYEE	CLASSIF- ICATION	DATE 8/8/XX		DATE 8/9/XX	
			Military Time		Military Time	
			ON	OFF	ON	OFF
	H. Castille	AD-F	2000	2400	0001	0800
	V. Reyes	AD-D				
	S. Hernandez	↓				
2	J. Tracheta	↓				
	A. Charez	AD-C				
	F. Smith	↓				
	J. Cardero	↓				
	J. Cavez Jr.	↓				↓
1	R. Fernandez	↓				0600
	H. Valdez	↓				0800
	G. Gusman	↓				0800
3	Jose Valdez	↓	↓	↓	↓	0130
(11) REMARKS						
1 - Fernandez quit. No return travel or transportation authorized						
2 - Tracheta to transfer to SRV #4 at end of shift						
3 - J. Valdez injured and transported to hospital; arrived 0130. Admitted.						
Unable to take meal break due to assisting burnout operation.						
(12) OFFICER-IN-CHARGE (Signature) <i>Joey Combi</i>				(13) TITLE (Officer-in-Charge) DIVS		
(14) NAME (Person Posting to Emergency Time Report) <i>Laurie Time</i>					(15) DATE 8/9/XX	

261-101 STANDARD FORM 261 (5/78)
Prescribed by USDA-USDI (NWCG Handbook No. 2

1 Instruction for form completion:

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

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

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

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

INCIDENT TIME REPORT																	
2. Employee Common Identifier			3. Type of Employment (X One) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other			1. Hired At (e.g., ID-BOF)			4. Hiring Unit Name (e.g., Ranger District) Boise Ranger District			7. Hiring Unit Fax Number (XXX) XXX-XXXX					
5. Name (First, Middle, Last) Smokey Bear			6. Hiring Unit Phone Number (XXX) XXX-XXXX			Column A			Column B			Column C					
8. Incident Name Sun Creek			8. Incident Name			8. Incident Name			8. Incident Name			8. Incident Name					
9. Incident Order Number (e.g., ID-BOF-000123) OR-VAD-000092			9. Incident Order Number (e.g., ID-BOF-000123)			9. Incident Order Number (e.g., ID-BOF-000123)			9. Incident Order Number (e.g., ID-BOF-000123)			9. Incident Order Number (e.g., ID-BOF-000123)					
10. Fire Code (e.g., B2C5) ELT9			10. Fire Code (e.g., B2C5) C-1.15			10. Fire Code (e.g., B2C5) C-1.15			10. Fire Code (e.g., B2C5) C-1.15			10. Fire Code (e.g., B2C5) C-1.15					
11. Resource Request Number (e.g., O-33)			11. Resource Request Number (e.g., O-33)			11. Resource Request Number (e.g., O-33)			11. Resource Request Number (e.g., O-33)			11. Resource Request Number (e.g., O-33)					
12. Position Code (e.g., FFT2-T)			12. Position Code (e.g., FFT2-T)			12. Position Code (e.g., FFT2-T)			12. Position Code (e.g., FFT2-T)			12. Position Code (e.g., FFT2-T)					
13. AD Class (e.g., B)			13. AD Class (e.g., B)			13. AD Class (e.g., B)			13. AD Class (e.g., B)			13. AD Class (e.g., B)					
14. AD Rate			14. AD Rate			14. AD Rate			14. AD Rate			14. AD Rate					
15. Home/Hiring Unit Accounting Code			15. Home/Hiring Unit Accounting Code			15. Home/Hiring Unit Accounting Code			15. Home/Hiring Unit Accounting Code			15. Home/Hiring Unit Accounting Code					
16. Total Hours			16. Total Hours			16. Total Hours			16. Total Hours			16. Total Hours					
Year 20XX			Year 20XX			Year 20XX			Year 20XX			Year 20XX					
54.00			54.00			54.00			54.00			54.00					
17. Total Hours (all columns):			17. Total Hours (all columns):			17. Total Hours (all columns):			17. Total Hours (all columns):			17. Total Hours (all columns):					
123.50			123.50			123.50			123.50			123.50					
18. Commissary and Travel																	
18a. Month			18b. Day			18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)			18d. Reimbursement			18e. Deduction			18f. Firecode		
8			10			Toothbrush, Toothpaste			5.00			ELT9					
8			14			T-shirt			13.50			ELT9					
Total									\$18.50								
19. Remarks																	
20. Employee Signature <i>Smokey Bear</i>																	
21. Time Officer Signature <i>Time Officer</i>																	
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 Federal and Other employees. The form is described in the
2 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-000016 or ID-BOD-
14 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 the employee.
- 17 12. Position Code. Enter the NWCG approved position code found at
18 <https://www.nifc.gov/IQCS/index.html>, if applicable; for example, PTRC, FFT2, or CREP. If
19 the position is THSP, specify in Remarks block the incident job title of the position to which the
20 individual is assigned, for example, Camp Crew Squad Boss, Voucher Examiner. Each time an
21 individual changes a job, close out that column, start new column for the new job, and enter the
22 new position code or job title if necessary.
- 23 13. AD Class. Leave blank.
- 24 14. AD Rate. Leave blank.
- 25 15. Home/Hiring Unit Accounting Code. Use agency specific accounting code.
 - 26 Date and Time. Use this sub-table for entering up to seven on-shift periods
 - 27 Month. Enter two digit month on-shift.
 - 28 Day. Enter two digit day on-shift.
 - 29 Enter days consecutively from row to row and column to column. One exception is the posting
 - 30 of continuation of pay or posting of time when assigned to a complex with multiple incidents. In
 - 31 Remarks block enter reason for breaks in dates.
 - 32 Start. Enter military clock time for the beginning of on-shift period.
 - 33 Stop. Enter military clock time for the end of on-shift period.
 - 34 Hours. Enter hours in single digits for whole hours, for example, 1.00 for one hour; decimals for
 - 35 half and quarter hours, for example 0.50 for a half hour and 0.25 for a quarter hour. Record the
 - 36 net difference between start and stop times. When applicable, enter "T" for travel status, "H" for
 - 37 hazard differential, or "E" for environmental differential after the hours entered.

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

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

INCIDENT TIME REPORT										ID-BOF													
2. Employee Common Identifier 9999999999					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) Cascadia Ranger District					4. Hiring Unit Name (e.g., Ranger District) Cascadia Ranger District								
5. Name (First, Middle, Last) Smokey Bear					6. Hiring Unit Phone Number (XXX) XXX-XXXX					7. Hiring Unit Fax Number (XXX) XXX-XXXX					8. Incident Name River Road								
Column A					Column B					Column C					Column D								
8. Incident Name					9. Incident Order Number (e.g., ID-BOF-000123)					10. Fire Code (e.g., B2C5)					11. Resource Request Number (e.g., O-33)								
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)								
12. Position Code (e.g., FFT2-T)					13. AD Class (e.g., B)					14. AD Rate					15. Home/Hiring Unit Accounting Code								
14. AD Rate					15. Home/Hiring Unit Accounting Code					16. Total Hours					17. Total Hours (all columns):								
Mo	Day	Start	Stop	Hours	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	12	08:00	13:30	5.50 T				
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	GUARAN	TEE	0.50	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			120.00
18. Commissary and Travel																							
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)								18d. Reimbursement				18e. Deduction				18f. Firecode					
08	01	POV Mileage (200 miles x \$0.56)								112.00				112.00				G9MJ					
08	04	Toothbrush, Toothpaste								5.00				5.00				G9MJ					
08	05	Gloves								3.00				3.00				G9MJ					
08	12	POV Mileage (200 miles x \$0.56)								112.00				112.00				G9MJ					
Total								\$224.00				\$8.00											
19. Remarks																							
Employee Signature <i>Smokey Bear</i>															20. Employee Signature								
Time Officer Signature															21. Time Officer Signature								

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

NSN 7540-01-124-7633

Department of the Interior
Department of Agriculture (U.S. Forest Service)

OPTIONAL FORM 288 (REV. 10/2015)

1 *Incident Time Report*, OF-288, as used for casuals. The form is described in the following instructions
2 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 hiring unit.
- 7 5. Name. Enter casual's full name. Do not use nicknames.
- 8 6. Hiring Unit Phone Number. Enter hiring unit phone number.
- 9 7. Hiring Unit Fax Number. Enter hiring unit fax number.
- 10 8. Incident Name. Enter incident name.
- 11 9. Incident Order Number. Enter incident order number (e.g., MT-LNF-000016 or ID-BOD-
12 000042). Do not use "P" number or FireCode.
- 13 10. Fire Code. Enter FireCode for the incident.
- 14 11. Resource Request Number. Enter the assigned resource request number for the employee.
- 15 12. Position Code. Enter the NWCG approved position code found at
16 <https://www.nifc.gov/IQCS/index.html>, if applicable; for example, PTRC, FFT2, or CREP. If
17 the position is THSP, specify in Remarks block the incident job title of the position to which the
18 individual is assigned, for example, Camp Crew Squad Boss, Voucher Examiner. Each time an
19 individual changes a job, close out that column, start new column for the new job, and enter the
20 new position code or job title if necessary.
- 21 13. AD Class. Enter AD classification of position code.
- 22 14. AD Rate. Enter correct AD Rate that corresponds with the AD Class.
- 23 15. Home/Hiring Unit Accounting Code. Use agency specific accounting code.
- 24 Date and Time. Use this sub-table for entering up to seven on-shift periods
25 Month. Enter two digit month on-shift.
26 Day. Enter two digit day on-shift.
27 Enter days consecutively from row to row and column to column. One exception is the posting
28 of continuation of pay or posting of time when assigned to a complex with multiple incidents. In
29 Remarks block enter reason for breaks in dates.
- 30 Start. Enter military clock time for the beginning of on-shift period.
- 31 Stop. Enter military clock time for the end of on-shift period.
- 32 Hours. Enter hours in single digits for whole hours, for example, 1.00 for one hour; decimals for
33 half and quarter hours, for example 0.50 for a half hour and 0.25 for a quarter hour. Record the
34 net difference between start and stop times. When applicable, enter "T" for travel status.
- 35 Compensable travel time to and from the incident and related waiting time should be recorded on
36 separate lines from other compensable time, such as on-shift time.

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

1 Exhibit 7 – Employment Eligibility Verification, Form I-9

2 Form available at <https://www.uscis.gov/i-9>.

3 Exhibit 8 – Checklist for Closing out the *Incident Time Report, OF-288*

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

- 8 1. Time Unit personnel should verify the following when auditing OF-288s:
 - 9 a. ECI present for casual employees.
 - 10 b. Type of employment indicated.
 - 11 c. Hiring unit identifier.
 - 12 d. Incident name and incident order number indicated in all columns.
 - 13 e. AD classification, pay rate, position title and NWCG position code for casuals. Cross check
14 AD classification with position title to ensure proper pay rate is applied.
 - 15 f. NWCG position code indicated for incident personnel other than casuals
 - 16 g. Time posted chronologically. Verify time posted against *Crew Time Report, SF-261*.
 - 17 h. Columns totaled (hours only).
- 18 2. When notified that the crew/individual will be demobilized, determine if the crew/individual is
19 going home or to another incident.

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

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

 - 25 a. Ensure all commissary issues and travel reimbursements have been posted. Total the
26 reimbursement and deduction columns.
 - 27 b. Ensure time has been properly documented on a CTR and CTRs have been posted.
 - 28 c. Ensure travel has been posted according to home/hiring agency procedures. Post beginning
29 travel time. Leave remainder of column open for home unit supervisor to post and approve
30 ending travel time.
 - 31 d. Estimate and record return travel time for casuals per hiring agency direction.
 - 32 e. Cross out unused and blank time entry columns.
 - 33 f. The Time Unit Leader coordinates transmittal of the required pay documents for casuals per
34 hiring unit direction.
 - 35 g. Forward original injury documents per hiring unit agency guidelines. A copy may be
36 provided to the employee.

- 1 3. Once all these items have been verified and completed, all incident personnel will sign their
2 OF- 288 in other than black ink. The crew representative/individual is given the original and
3 employee copy of the OF-288. The file copy is retained for the Incident Finance Package.
4 Payment procedures will be followed and facilitated by the TIME to ensure all payment
5 documents are provided to the incident agency.
- 6 4. Reference Chapter 30 for procedures regarding non-returned property and the resulting
7 documentation and OF-288 deductions.
- 8 Each crew and single resource will present a *Demobilization Checkout*, ICS-221 to the Time
9 Unit. Time Unit personnel will verify that all other sections of the checklist have been
10 completed. Once the OF-288 has been closed out, signed, and file copies made, the
11 *Demobilization Checkout* can be signed and given to the crew representative/individual for
12 completion of the demobilization process.

13 **Exhibit 9 – Single Resource Casual Hire Information form, PMS 934**

14 <https://www.nwcg.gov/publications/934>

15 **Exhibit 10 – Incident Behavior form, PMS 935-1**

16 <https://www.nwcg.gov/publications/935-1>

17 **Exhibit 11 – Incident Behavior form, PMS 935-2**

18 <https://www.nwcg.gov/publications/935-2>

1 **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
Airtanker 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
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

Position	FLSA Status
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
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

Position	FLSA Status
Messenger	Nonexempt
Operations Branch Director	Exempt
Operations Section Chief	Exempt
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
Tool and Equipment Helper	Nonexempt
Tool and Equipment Specialist	Nonexempt
Training Specialist	Nonexempt
Weather Observer	Nonexempt

1 **Commissary**

2 **Objective**

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

5 **Responsibilities**

6 Incident Agency responsibilities:

- 7 • Provide direction to the IMT regarding availability and use of commissary and agency specific
8 requirements regarding commissary items and documentation.

9 Finance/Administration Section Chief responsibilities:

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

13 Time Unit Leader responsibilities:

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

17 Procurement Unit Leader responsibilities:

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

20 Home Unit responsibilities:

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

23 Payment Unit responsibilities:

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

25 **Commissary Procedures**

26 **Commissary Privileges – Payroll Deduction**

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

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

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

33 Military personnel are not entitled to commissary by payroll deduction.

1 **Commissary Privileges – Contractors**

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

7 **Agency-Provided Commissary**

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

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

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

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

14 **Ordering/Receiving Procedures**

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

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

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

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

29 **Commissary Issue Record**

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

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

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

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

1 **Posting Commissary Issues**

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

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

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

13 **Exhibits**

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

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

1 **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 →	Cigarettes	Boots	Socks	Sweatshirt	Toothpaste	Chew	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.	UNIT PRICE	12					\$ 12.00	SRV #2	NAME George Chavez		I.D. NO		
	QUANTITY	1							SIGNATURE		INITIALS		
	SUB-TOTAL	12							<i>George Chavez</i>		ES		
B.	UNIT PRICE	12	196	6			\$220.00	SRV #2	NAME Vern D Reyes		I.D. NO		
	QUANTITY	1	1	2					SIGNATURE		INITIALS		
	SUB-TOTAL	12	196	12					<i>Vern D Reyes</i>		ES		
C.	UNIT PRICE				24	4	\$ 36.00	SRV #2	NAME Nancy Black		I.D. NO		
	QUANTITY				1	1			SIGNATURE		INITIALS		
	SUB-TOTAL				24	4			<i>Nancy Black</i>		ES		
D.	UNIT PRICE								NAME		I.D. NO		
	QUANTITY								SIGNATURE		INITIALS		
	SUB-TOTAL												
E.	UNIT PRICE								NAME		I.D. NO		
	QUANTITY								SIGNATURE		INITIALS		
	SUB-TOTAL												
F.	UNIT PRICE								NAME		I.D. NO		
	QUANTITY								SIGNATURE		INITIALS		
	SUB-TOTAL												
G.	UNIT PRICE								NAME		I.D. NO		
	QUANTITY								SIGNATURE		INITIALS		
	SUB-TOTAL												
H.	UNIT PRICE								NAME		I.D. NO		
	QUANTITY								SIGNATURE		INITIALS		
	SUB-TOTAL												
I.	UNIT PRICE								NAME		I.D. NO		
	QUANTITY								SIGNATURE		INITIALS		
	SUB-TOTAL												
J.	UNIT PRICE								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

1 **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 <i>(Explain in Remarks)</i>			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 0 271

50284-101

1 Instructions for form completion:

2 Project. Incident Order Number.

3 Camp Name. Incident Name.

4 Report Number. Sequential number of accountability records completed. One accountability record must be
5 completed daily or per operational period.

6 Value of Stock Received, Transferred, or Returned.

7 Enter as applicable for columns A-D, as shown here for Item (1).

8 Column A, Item (1) P.O. Invoice or Transfer No. Enter the purchase order invoice number or document number
9 from the transfer document. The transfer document (such as a waybill) is used to transfer items from another
10 incident or to the incident agency. Retain all supporting documentation to attach to original *Commissary*
11 *Accountability Record*.

12 Column B, Item (1) Date. Enter date of purchase order or transfer document.

13 Column C, Item (1) Vendor or Transfer Unit. Enter the vendor name on the purchase order invoice or name of
14 the transfer unit, e.g., Little Sycamore Incident, Boise District Warehouse.

15 Column D, Item (1) Dollar Value. Enter the dollar value of each purchase order invoice or transfer document.

16 Column E – Net Change. Enter the total for all documents listed in Block 4, Column D, and items 1-12.

17 Value of Stock on Hand. Enter the figure from Item 9 in the previous accountability record. If this is the first
18 report, and no other commissary items are on hand, this block will be zero.

19 Total. Add Item 4e. (Net Change) to Item 5 (Value of Stock on Hand). This is the total amount of stock available
20 to issue at the beginning of the operational period.

21 Value of Stock Issued During Period. This is the total of all issues from the *Commissary Issue Record*, OF-287.
22 Retain originals of *Commissary Issue Records* to attach to this accountability record as supporting documentation.

23 Balance. Subtract Item 7 (Value of Stock Issued During Period) from Item 6 (Total). This should equal the
24 amount of stock remaining.

25 Value of Stock on Hand. Inventory all remaining stock and enter the value. Attach the original inventory to the
26 original accountability record.

27 Difference. Subtract Item 9 (Value of Stock on Hand) from Item 8 (Balance). If the difference is zero, you have
28 balanced for the operational period. If there is a difference, check the block to indicate whether it is a plus or
29 minus. List the reason for the discrepancy in the Remarks block 11. Lost or stolen items must be properly
30 documented in accordance with incident agency requirements.

31 Remarks. Indicate any differences, or other comments of interest.

32 Authorized Signature. Signature of individual preparing report.

33 Title. Title of person preparing report.

34 Date. Date report prepared.

35 Signature. When inventory is transferred from an incident to the incident agency or from one Time Unit Leader
36 or Commissary Manager to the next, this is signed by the receiving individual. The receiving individual must
37 inventory items prior to assuming responsibility.

38 Title. Title of person receiving inventory.

39 Date. Date inventory transferred.

40 Original commissary accountability records, commissary issue records, purchase order invoices, transfer
41 documents, inventories, and all other supporting documentation are submitted to the incident agency. Copies are
42 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 and documenting
4 injuries and illnesses on an incident, and authorizing medical treatment.

5 **Authorities**

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

9 **Responsibilities**

10 Incident agency responsibilities:

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

17 Incident Management Team responsibilities:

- 18 • Provide appropriate and authorized medical attention to injured or ill individuals.
- 19 • Forward claims per agency guidelines.

20 Finance/Administration Section Chief responsibilities:

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

25 Compensation/Claims Unit Leader or Compensation for Injury Specialist responsibilities:

- 26 • Ensure the appropriate state or federal forms are properly completed for all work related injuries
27 or illnesses beyond first aid.
- 28 • Authorize medical treatment, as appropriate, using state or federal workers' compensation forms,
29 *Authorization for Examination or Treatment CA-16*, or *Agency Provided Medical Care*
30 *Authorization and Medical Report*, FS-6100-16.
- 31 • Review medical treatment documentation for work restrictions and inform the individual's
32 supervisor of these restrictions.
- 33 • Ensure that necessary paperwork is completed, processed, forwarded and/or faxed to the
34 individual's home unit within established timeframes.
- 35 • Ensure all Privacy Act information is properly safeguarded.
- 36 • Advise individuals of their rights and responsibilities when injured or ill.

- 1 • Provide information to the Time Unit Leader (TIME) for accurate posting of timesheets for
- 2 injured/ill individuals.
- 3 • Provide information to the TIME for payroll deduction of non-work related medical expenses.
- 4 • Follow up on the status of hospitalized or medical evacuated incident personnel.
- 5 • Inform FSC and Safety Officer of injury/illness and trends occurring on the incident.

6 Supervisor responsibilities:

- 7 • Obtain first aid/medical treatment for the injured person.
- 8 • Complete the supervisory portion of claim forms in a timely manner and give completed original
- 9 claim form to the injured person.
- 10 • Follow up with the Compensation/Claims Unit for work restrictions and follow-up medical
- 11 treatment.
- 12 • Coordinate with the FSC and the Planning Section for work assignment modifications or
- 13 recommendations for release from incident.
- 14 • Report time for injured/ill individual on a *CTR*.

15 Employee responsibilities:

- 16 • Request first aid or medical treatment if necessary.
- 17 • Notify supervisor of injury/illness.
- 18 • Complete employee portion of claim forms in a timely manner.
- 19 • Obtain witness statements.
- 20 • Promptly report medical restrictions/release to duty to supervisor.
- 21 • Retains a copy of claim form for their record.

22 Home unit responsibilities:

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

1 **Federal Workers' Compensation**

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

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

10 **Coverage Under FECA**

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

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

19 **Authorizing Medical Care**

- 20 • **Traumatic Injuries** – OWCP has authorized agencies to issue Authorization for Examination
21 and/or Treatment, CA-16, to medical facilities/providers authorizing medical treatment for work
22 related traumatic injuries. This form can only be issued once by the agency and provides for
23 treatment up to 60 days, or until OWCP rules otherwise on the case. Issuance of the CA-16
24 allows the medical provider to refer the injured employee to specialists as necessary. CA-16
25 instructions direct the medical provider as to the type of treatment authorized and how to obtain
26 further authorization from OWCP if necessary. The FSC or COMP or other appropriate
27 authorizing official may issue the CA-16 (Exhibit 17). The authorizing official shall ensure the
28 U.S. DOL OWCP address is indicated in block 12 of the CA-16. This address is DFEC Central
29 Mailroom, P.O. Box 8300, London, KY 40742-8300.

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

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

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

Continuation of Pay (COP)

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

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

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

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

- **Controvert** – In questionable situations, the agency may wish to controvert (not pay) COP. The instructions on the CA-1, item 36, identify the only reasons COP may be controverted. Any issues beyond those described should be communicated to the home unit for action.
- **COP Recording Procedures** – Time loss due to disability and medical treatment on the day of injury is not charged to COP. The individual is kept in regular pay status to meet base hour requirements or paid the guaranteed hours (8, 9, or 10) for that calendar day. COP begins with the first day of absence for disability or medical treatment following the date of injury and should be identified on the *Incident Time Report*, OF-288.

The only exception is when the injury occurs before the beginning of the workday or shift. For example, while on incident assignment, an individual is scheduled to work 0700-1900 and incurs a traumatic injury at 0630. Medical treatment is provided and the physician notes disability for that day. Charge COP for base hour requirements beginning the shift immediately following the injury.

COP is charged for each day the individual is absent from work due to disability including intermittent periods or partial days. For example, an individual is treated and released by the doctor to return to work on the date of the injury, but is required to return for follow-up treatment during regular work hours on a subsequent day. Use COP to pay time for this follow-up treatment.

Work performed during a period of COP is recorded as regular hours of work. Return travel to the home unit from an incident assignment is considered work time and is not charged to COP.

Travel to and from a medical provider and/or time spent receiving medical treatment is compensable if it falls within the normal guaranteed work schedule (guaranteed 8 hour day for casuals). FECA does not allow payment of overtime for either of these activities.

- **COP Recording for Regular Government Employees** – The COP rate for a regular government employee is determined by the individual's home unit.

To record COP, indicate "COP" in the Start/Stop columns. Note date and time of injury and return to duty information in the Remarks block (Exhibit 20).

- 1 • COP Recording for Casuals – For casuals the COP rate is determined by the AD position
2 classification the casual was working under at the time of injury.
- 3 • To record COP, indicate “COP” in the Start/Stop columns and record “8” in the Hours column
4 for each full day of disability. Indicate partial days of disability with the appropriate number of
5 hours in the Hours column. Note date and time of injury and return to duty information in the
6 Remarks block.

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

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

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

20 **Selection of Physician**

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

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

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

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

34 **Authority for APMC**

35 The Department of Agriculture Organic Act of September 21, 1944, and the Granger-Thye Act of April
36 24, 1950, authorize appropriated funds to be used to purchase necessary medical supplies, services, and
37 other assistance for the immediate relief of individuals engaged in hazardous work. These authorities
38 should not be interpreted to circumvent OWCP procedures for FECA, which provides the exclusive
39 remedy for medical care and other benefits related to all work-related injury or illness.

1 APMC Coverage

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

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

- 14 • Employee Choice of Processes – Injured federal employees do not have a right to treatment
15 under APMC as they do under FECA. It is the incident agency's choice whether or not to offer
16 APMC. Per OWCP, the employee's use of APMC instead of FECA is voluntary. The COMP is
17 responsible to counsel the employee on the difference between APMC and OWCP treatment and
18 allow the employee to choose.
- 19 • APMC Use for Treatment of Traumatic Injuries – Use of APMC for traumatic injuries must be
20 limited to injury/illness cases involving only 1 treatment and may not include authorization for
21 therapy, stitches, x-rays, or other non-first aid treatments.
- 22 • APMC Use for Treatment of Occupational Disease & Illness Claims – APMC may be used to
23 authorize first aid treatment only for illnesses such as respiratory infections, colds, sore throats
24 and similar conditions associated with exposure to smoke, dust, and weather conditions, etc.
25 Authorization of APMC treatment is at the discretion of the incident agency and should be
26 minimal, only to relieve suffering. APMC is appropriate as an interim measure until the
27 employee can arrange for private medical attention, at the individual's expense, or file an
28 occupational illness claim under FECA and await OWCP approval to incur medical expenses.
- 29 • Non-Work Related Injuries/Illness – APMC should not be authorized for non-work related
30 injuries or illnesses. However, in situations where treatment is deemed necessary by the
31 incident agency, counsel the employee and ensure that a payroll deduction is made to cover the
32 cost. The incident agency is responsible for paying the medical provider and for resolving any
33 disputed matters with the individual treated for all APMC services authorized.
- 34 • APMC Use for Dental Work – Do not authorize APMC for dental treatment, e.g., toothache due
35 to cavity, where there is any question whether it relates to a work related injury. Upon return to
36 the home unit, the individual can obtain treatment and file a claim for reimbursement from
37 OWCP if they feel the condition was work related. However, in situations where treatment is
38 deemed necessary by the incident agency, counsel the employee and ensure that a payroll
39 deduction is made to cover the cost.
- 40 • Contractors – Contract personnel may not utilize APMC services.
- 41 • State and Other Non-Federal Employees – State authorities vary and may not allow APMC for
42 state employees. Contact the employee's state or federal incident business management
43 coordinator for guidance.

1 State and National Guard employees' coverage is dependent on the contract and/or
2 agreement under which they are dispatched.

- 3 • Military Personnel – Military medical units will provide treatment for military personnel
4 (*Military Use Handbook*, Chapter 100).

5 **Procedures to Establish APMC**

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

7 **Payment of APMC Costs**

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

10 **Procedures for Using APMC**

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

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

23 All APMC cases must have the M# entered on the top of all reporting forms with a notation "Paid by
24 APMC".

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

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

30 **Procedures and Documentation Requirements for FECA or APMC**

31 **Traumatic Injury**

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

34 Action Taken:

- 35 • Individual completes the front of form as soon as possible, preferably within 48 hours of the
36 injury. Supervisor completes the Supervisor's Report section, signs, and gives receipt to
37 individual.

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

19 **Occupational Disease/Illness**

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

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

23 Action Taken:

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

1 Prescriptions

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

6 If no pharmacy in the area is a registered provider with DOL, individual can pay for the prescription and
7 request reimbursement when workers' compensation claim is accepted. If individual is not able to pay
8 for the prescription, buying team can pay and COMP will ensure payroll deduction is made. Individual
9 will need copy of paid receipt to submit to DOL for reimbursement when claim has been accepted.

10 Fatality

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

13 Forms Required:

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

17 Action Taken:

- 18 • COMP authorizes medical care, as appropriate under FECA regulation, utilizing the
19 *Authorization for Examination and/or Treatment, CA-16, if employee is transported to medical*
20 *facility to be treated before death is declared.*
- 21 • The CA-16 should not be issued for any type of illness or injury that, even though life-
22 threatening, is not clearly work related. Seizures, chest pains, stroke symptoms, or unexplained
23 loss of consciousness are not clearly work related, and a CA-16 should not be issued.
- 24 • Supervisor completes the CA-1 form as soon as possible.
- 25 • Leave blocks titled "Occupational code," "Type code," "Source code," "OWCP Agency Code,"
26 and "OSHA Site Code" blank. Home unit is responsible to complete.
- 27 • COMP faxes all forms and supporting documentation (medical reports, accident investigation
28 report, witness statements, etc.) to the home unit **immediately upon receipt**, and provides
29 original injury/illness forms and supporting documentation to the individual's home unit
30 supervisor or compensation specialist within 2 days of receipt.

31 Forms Distribution

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

1 The Compensation/Claims Unit Leader:

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

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

11 **State and Local Government Workers' Compensation**

12 **State Workers' Compensation Coverage**

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

20 **Local Government Workers' Compensation**

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

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

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

1 Exhibits

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

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

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

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

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

8 [Exhibit 20 – Incident Time Report, OF-288, showing COP for a regular government employee](#)

9 [Exhibit 21 – Incident Time Report, OF-288, showing COP for a casual employee](#)

10 [Exhibit 22 – Sample Incident Injury Case File Envelope, OF-313](#)

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

3 <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 <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	5. Home telephone (208) 555-1234	6. Grade as of date of injury Level 7 Step 2
7. Employee's home mailing address (include street address, city, state, and ZIP code) 123 Waterway Rd City Boise State ID ZIP Code 83705			8. Dependents <input checked="" type="checkbox"/> Wife, Husband <input type="checkbox"/> Children under 18 years <input type="checkbox"/> Other

Description of Injury

9. Place where injury occurred (e.g. 2nd floor, Main Post Office Bldg., 12th & Pine) Warm Lake Incident Base - Tool Sharpening Area			
10. Date injury occurred Mo. Day Yr. 07/12/2016	Time 10:15 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	11. Date of this notice Mo. Day Yr. 07/12/2016	12. Employee's occupation Forestry Technician

13. Cause of injury (Describe what happened and why)
While sharpening a shovel, my hand slipped and my right thumb ran across the shovel's edge.

14. Nature of injury (identify both the injury and the part of the body, e.g., fracture of left leg) Right thumb laceration	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. I hereby claim medical treatment, if needed, and the following, as checked below, while disabled for work:

a. Continuation of regular pay (COP) not to exceed 45 days and compensation for wage loss if disability for work continues beyond 45 days. If my claim is denied, I understand that the continuation of my regular pay shall be charged to sick or annual leave, or be deemed an overpayment within the meaning of 5 USC 5584.

b. Sick and/or Annual Leave

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 Worker's Compensation Program (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 July 12, 2016

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.

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

Witness Statement

16. Statement of witness (Describe what you saw, heard, or know about this injury)
I was working beside Katrina and I saw her cut her right thumb on a shovel edge

Name of witness Piper Lynn	Signature of witness	Date signed 07/12/2016
Address PO Box 3333	City Boise	State ID ZIP Code ID 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 3924 Development Avenue	State ID <input type="text" value=""/>	ZIP Code 83705	
18. Employee's duty station (include street address, city, state and ZIP code) BLM - Boise District Office		City Boise	State ID <input type="text" value=""/> ZIP Code 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. 07/12/2016	<input checked="" type="checkbox"/> a.m. Time: 10:15 <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. 07/14/2016	<input type="checkbox"/> a.m. Time: 4:00 <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 <input type="text" value=""/> ZIP Code
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 Boise	State ID <input type="text" value=""/>	ZIP Code 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

Print Form

Save Form

Reset Form

Form CA-1
Revised January 2013

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 continues 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 defringement 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: 1999-454-845/12704

Form CA-1
Revised January 2013

1 **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 Mo. Day Yr. 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 (include street address, city, state, and ZIP code) 285 Smoke Street City Boise State ID ZIP Code 83705			8. Dependents <input checked="" type="checkbox"/> Wife, Husband <input type="checkbox"/> Children under 18 years <input type="checkbox"/> Other		

Claim Information	
9. Employee's occupation Forestry Technician	a. Occupation code [Shaded]
10. Location where you worked when disease or illness occurred (include street address, city, state, and ZIP code) Paper Fire on the Boise National Forest City Cascade State ID ZIP Code 88603	11. Date you first became aware of disease or illness Mo. Day Yr. 08/22/2016
12. Date you first realized the disease or illness was caused or aggravated by your employment Mo. Day Yr. 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 [Shaded]	c. Source code [Shaded]

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

18. 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)			OWCOP Agency Code
USFS, ASC-HCM Workers' Compensation Section			
3900 Masthead St., MS-118			OSHA Site Code
City	State	ZIP Code	
Albuquerque	NM	87109	
20. Employee's duty station (include street address, city, state, and ZIP code)			
NIFC, 3833 S Development Avenue			
City	State	ZIP Code	
Boise	ID	83705	
21. Regular work hours From: 09:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m. To: 06:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.		22. 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.	
23. Name and address of physician first providing medical care (include city, state, ZIP code)			24. First date medical care received
Cascade Medical Center			
4720 Deer Lane			
City	State	ZIP Code	
Cascade	ID	88603	
25. Do medical reports show employee is disabled for work? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
26. Date employee first reported condition to supervisor		27. Date and hour employee stopped work	
Mo. Day Yr. 08/22/2016		Mo. Day Yr. 08/22/2016 Time 02:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
28. Date and hour employee's pay stopped		29. Date employee was last exposed to conditions alleged to have caused disease or illness	
Mo. Day Yr. Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		Mo. Day Yr. 08/22/2016	
30. Date returned to work			
Mo. Day Yr. 08/23/2016 Time 08:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> 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 <input type="checkbox"/> CSRS <input checked="" type="checkbox"/> FERS <input type="checkbox"/> Other, (Specify)			
33. Was injury caused by third party? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No," go to Item 34.		34. Name and address of third party (include street address, city, state, and ZIP code)	
		City State 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		Office phone	
Strike Team Leader		(208)555-1234	

Form CA-2
Rev. Jan. 1997

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)

I was first notified about this condition on (Mo., Day, Yr.)

At (Location)

Signature of Official Superior	Title	Date (Mo., Day, Yr.)
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

1) Employee's statement

In a separate narrative statement attached to the form, the employee must submit the following information:

- 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.

2) Medical report

- 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.)

3) Wage loss

If you have lost wages or used leave for this illness, Form CA-7 should also be submitted.

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:

- 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.
- 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.**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).

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).

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.

24. First date medical care received

The date of the first visit to the physician listed in item 23.

32. Employee's Retirement Coverage.

Indicate which retirement system the employee is covered under.

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.

Employing Agency - Required Codes

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.

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.

1 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



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.

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

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

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

1 **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 G9MJ	3b. Fund Code
4. Employee Name Tim Ruby	4a. Occupation Firefighter	5. Social Security No. XXX-XX-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 _____

1 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

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

INCIDENT TIME REPORT										1. Hired At (e.g., ID-BOF) ID-BOF				
2. Employee Common Identifier 999999999		3. Type of Employment (X One) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Federal <input type="checkbox"/> Other			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			8. Incident Name			11. Resource Request Number (e.g., O-33)						
Column A			Column B			Column C			Column D					
8. Incident Name Warm Lake		9. Incident Order Number (e.g., ID-BOF-000123) ID-BOD-005161			10. Fire Code (e.g., B2C5) E9HZ			11. Resource Request Number (e.g., O-33) C-12.5			13. AD Class 14. AD Rate (e.g., B) \$17.60			
12. Position Code (e.g., FFT2-T) FFT2		15. Home/Hiring Unit Accounting Code			16. Total Hours 25.50			17. Total Hours (all columns):			61.50			
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	GUARAN TEE	6.50	6.50	20XX	08	05	COP	8.00
08	02	00:01	01:30	1.50 T	08	06	COP	8.00	8.00	20XX	08	06	COP	8.00
08	02	18:00	24:00	6.00	08	07	COP	8.00	8.00	20XX	08	07	COP	8.00
08	02	GUARAN TEE		0.50										
08	03	00:01	08:00	8.00										
08	03	20:00	24:00	4.00										
08	04	00:01	01:30	1.50										
Year	20XX	16. Total Hours			Year	20XX	16. Total Hours			Year	20XX	16. Total Hours		
In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel 18. Commissary and Travel														
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)			18d. Reimbursement			18e. Deduction			18f. Firecode			
19. Remarks Injured 8/4 at 0130														
										20. Employee Signature <i>Smiley Bear</i>				
										21. Time Officer Signature <i>Time Officer</i>				
NOTE: The above items are correct and proper for payment from available appropriations.														

1 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)

CLAIMANT'S HOME UNIT: *BLM Boise District Office*

(Agency)
3924 Development Ave
(Address)

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

SUPERVISOR ON INCIDENT: *Laine Schwarberg*

SUPERVISOR'S HOME UNIT: *BLM Boise District Office*
(Agency)

3924 Development Ave
(Address)

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

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

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

COMPENSATION FOR INJURY SPECIALIST/UNIT <i>Sussex/Boisey</i>	HOME UNIT TELEPHONE NUMBER (W/AREA CODE) <i>(208) 555-1212</i>	FINANCE/ADMIN SECTION CHIEF INITIALS <i>sg</i>
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7500-0-475-4309-0012-101

INCIDENT INJURY CASE FILE ENVELOPE

Optional Form 313 (Rev. 4-2000)

1 **Travel**

2 **Objective**

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

5 **Policy**

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

8 **Responsibilities**

9 Home unit responsibilities:

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

11 Regular government employees, casuals, and cooperators responsibilities:

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

15 Incident agency responsibilities:

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

19 **Travel Procedures**

20 **Incident Agency Requirements**

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

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

- 29 • Lodging – Incident resources may be housed in motels/hotels. Incident personnel must follow
30 their home unit policy for the use of agency issued charge card to obtain lodging. Employing
31 agency travel policies apply. The incident agency should provide these facilities through a
32 procurement method for employees who do not possess an agency travel card.

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

- 7 • Meals – The incident agency may provide meals through the use of designated restaurants under
8 a procurement method, at no cost to the individual. If the meal selected by the individual
9 exceeds the incident’s established meal rate, the individual is responsible to pay the vendor
10 directly for the difference. When meals are furnished by the incident agency, individuals may
11 not seek per diem for meal reimbursement. Meals may only be claimed if incident personnel are
12 unable to consume the furnished meal(s) because of medical requirements or religious beliefs
13 which must be justified and approved on a travel authorization and voucher.

14 When the incident agency does not provide meals, individuals should follow their agency policy for the
15 use of a government issued charge card to obtain meals. Employing agency per diem rates must be
16 followed.

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

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

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

25 The incident agency should provide rental cars to authorized incident personnel through an agency
26 procurement method, e.g., Blanket Purchase Agreement (BPA), purchase order, contract, or *EERA*.

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

30 The U.S. Government Rental Car Agreement provides for damage and liability coverage when the terms
31 and conditions of the agreement are followed, e.g., operating the vehicle on paved, graded, state or
32 professionally maintained roads. If the incident assignment requires operation of the vehicle outside
33 these parameters, the rental vehicle should be obtained through other procurement methods (Chapter
34 20). The agreement can be found at <http://www.defensetravel.dod.mil/site/rental.cfm>.

35 Privately-Owned Vehicle (POV)

- 36 • POVs may be used for official business when such use is advantageous to the government.
- 37 • If an employee chooses to utilize POV rather than government provided transportation, prior
38 approval must be obtained from the home unit supervisor
- 39 • The individual is reimbursed for use through a mileage rate. The mileage rate reimburses the
40 individual for fuel, wear and tear, and insurance costs. Use of POV must be documented on a
41 resource order.

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

- 3 • Incidental Expenditure Rate – The incidental expenditure rate for all emergency assignments,
4 where meals and lodging are provided, is the approved General Service Administration (GSA)
5 rate (<http://www.gsa.gov>) (reference agency specific directives or policy for exceptions).
- 6 • Transportation Arrangements – Individuals assigned to emergency incidents will follow sending
7 agency dispatch procedures for travel to the incident. Incident agency dispatch procedures will
8 be followed for return travel from the incident. Dispatch offices will make travel arrangements
9 and provide airline tickets or travel information to individuals. Travel arrangements made
10 outside of incident agency dispatch procedures may not be reimbursed without proper approvals
11 and authorization. Commercial and/or contract transportation methods may be used.

12 GSA FTR preclude federal agencies from procuring contract fare tickets, rentals, lodging, or travel
13 advances for contractors and their employees. Government travel authorizations shall not be issued to
14 contractors and their employees. Federal agencies may reimburse contractors for travel costs per
15 contract provisions. The federal government may charter aircraft to provide transportation and may
16 provide subsistence to the contractor/contractor employees while at the incident (e.g., meals, lodging), as
17 long as these acquisitions are completed through established procurement methods, e.g., purchase order,
18 contract, BPA and not through GSA or Department of Defense (DoD) contracts for passenger
19 transportation, vehicle rentals, and lodging facilities.

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

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

28 Dispatch offices will provide transportation arrangements to the original departure points. Individuals
29 are responsible for changing arrangements and paying any cost differences. If the method for
30 transportation is a government charter or other non-commercial transportation and the individual wishes
31 to deviate, the government will not pay for commercial transportation.

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

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

- 37 • GSA Travel Exceptions – In certain instances, GSA will invoke exceptions to the FTR, for a
38 period of time, to ensure travelers are able to conduct official government travel in a safe
39 manner. These exceptions could result from international events, times of war, disease
40 outbreaks, travel advisories, and may include changes to mode of transportation or travel routes.

- 1 • Travel Vouchers – Emergency incident resources in travel status follow home unit travel
2 regulations to claim reimbursement of travel expenses.

3 Reimbursement of travel expenses to casuals is made in accordance with hiring agency policies.

4 **Foreign Travel**

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

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

- 1 All employees engaged in work in a foreign country need to consult with their agency personnel
- 2 specialist for Fair Labor Standards Act (FLSA) exemption criteria. FLSA does not apply to positions,
- 3 permanent or temporary (including details), outside of the United States. Title 5 Code of Federal
- 4 Regulations 551.2 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.
- Provide incident agency specific acquisition guidelines to the IMT and incident support units.
- Determine the need for additional acquisition personnel with applicable procurement authority, e.g., buying team, contracting officer, purchasing agent.

Procurement Unit Leader responsibilities:

- Administer all financial matters pertaining to vendor agreements.
- Implement incident agency policy and ensure compliance with policy and procedures found in this publication.
- Supervise the equipment time recorders and other procurement unit staff.

- 1 • Coordinate with the incident support units to ensure the needs of the incident agency and IMT
2 are met.

3 Buying Team responsibilities:

- 4 • Support incident procurement through coordination with the incident agency administrative staff
5 (reference Chapter 40 on Buying Team Coordination).
- 6 • Coordinate with dispatch and IMT to establish procedures for filling and documenting resource
7 orders for services, supplies, and equipment from the open market and established sources.
- 8 • Provide the incident agency with acquisition documentation established during the incident
9 assignment.
- 10 • Coordinate with the incident agency and IMT to ensure incident agency procurement regulations
11 and property accountability requirements are met.

12 **Incident Requisitioning Procedures**

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

16 **Incident Agency Service and Supply Plan**

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

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

- 23 • Land Use and Facility Rental Agreements.
- 24 • Blanket Purchase Agreements.
- 25 • Other agency contracts.
- 26 • Available local open-market sources. List sources for heavy-demand items, such as bottled
27 water, food items and food service (including menus), hand tools, fuel, and vehicle and
28 equipment rentals and repairs.
- 29 • Local interagency agreements and operating plans.
- 30 • Geographic area supplement for standard emergency equipment rental rates covering different
31 types of equipment and vehicles.
- 32 • Service Contract Act wage rates for the area.
- 33 • Geographic area supplemental food policy, which may restrict the national policy.
- 34 • Local warehouse inventory of non-cache items, e.g., chairs, fax machines, phones, coolers.
- 35 • Contact names and telephone numbers for incident agency acquisition staff, geographic area
36 cache and local warehouse/cache, etc.

1 Sources of Supply

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

4 National Cache System

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

8 General Services Administration (GSA)

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

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

21 Defense Logistics Agency (DLA)

22 For all wildland firefighting equipment and supplies, where delivery can be met, DLA is the mandatory
23 source of supply for federal agencies. Local procurement of items stocked by DLA may be made only
24 to satisfy immediate incident needs. The DoD FedMall (DLA) site is located at
25 <https://www.fedmall.mil/index.html>.

26 National Contracts

27 The following national contracts are established for interagency use. These sources are mandatory for
28 federal wildland firefighting agencies and are available for use by states and other federal agencies.
29 Reference the National Interagency Mobilization Guide for ordering procedures. Contracts can be
30 requested by emailing fsaqmisb@fs.fed.us.

- 31 • Airtanker services
- 32 • Type I and Type II helicopter services
- 33 • Aircraft services for transport and smokejumper transport
- 34 • Portable retardant base equipment rental
- 35 • Bulk retardant
- 36 • Type 2-IA National Crews

- 1 • Mobile Food and Shower Services. The administration of the *National Mobile Food and*
2 *National Mobile Shower Facilities* contracts is the joint responsibility of the USDA-FS-NIFC
3 Incident Support Branch and the using agency. A list of designated COTRs and Project
4 Inspectors for these two National Contracts is available electronically at
5 <http://www.fs.fed.us/fire/contracting>. The incident agency or IMT should order a designated
6 Contracting Officer's Technical Representative when additional contract administration
7 assistance is needed beyond the IMT's capabilities.
 - 8 ○ The *National Mobile Food Services Contract* is used any time mobile food services are
9 needed for federal wildland fire incidents in the western United States. The federal wildland
10 fire agencies are obligated to order services from the national Mobile Food Service Units
11 (MFSU) contractors any time (1) the number of people to be fed is at or above 150 persons
12 per meal and (2) the headcount is estimated to remain at those numbers, or greater, for at
13 least 72 hours from when the headcount first reaches 150 per meal, provided the contractors
14 can reasonably meet the incident's time frames.
15 MFSU may also be ordered for other types of incidents at the government's option. State
16 and other federal cooperators may also utilize this contract at their option.
 - 17 ○ The *National Mobile Shower Facilities Contract* is the mandatory source for federal wildland
18 firefighting incidents whenever there is a need to order mobile shower facilities. These are
19 requirement contracts with no minimum order thresholds.

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

22 **Acquisition Methods**

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

29 **Government Charge Cards and Convenience Checks**

30 Government charge card holders and convenience check writers are responsible for maintaining proper
31 records of purchases and adhering to incident agency policy. Micro-purchase thresholds still apply on
32 emergency incidents. If a purchase exceeds this threshold a government procurement instrument must
33 be used, e.g., purchase order, BPA. A warranted contracting officer may make payment with a
34 government charge card for purchases exceeding the micro-purchase limit of regular government charge
35 card holders. Personnel not assigned to a buying team or other purchasing support position must obtain
36 authorization from the Finance/Administration Section Chief or Procurement Unit Leader to use the
37 government charge card and convenience checks on the incident. Personnel assigned to an incident
38 away from their official duty station retain the original purchase documentation and provide a copy of
39 the documentation to the incident agency. Personnel supporting an incident at their official duty station,
40 but not officially assigned, provide copies of purchase transactions for the official incident record per
41 agency requirements.

1 **Land Use and Facility Rental Agreements**

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

7 Changes or modification to the LUA terms and conditions may be made by the original signing
8 procurement officer or successor. Successor in this case is defined as a subsequent procurement official
9 supporting the incident. Incident name, incident number, and effective date will be included for each
10 LUA established.

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

- 16 • Complete description of facilities/land, including specific location and boundaries
- 17 • The intended use, including any owner restrictions
- 18 • The agreed-to rate and the specific utilities included or not included in this rate
- 19 • Provisions for making alterations to facilities/land
- 20 • Restoration requirements
- 21 • Condition of facilities/land. The landowner/authorized individual and government
22 representative(s) jointly perform and document a pre- and post-use physical inspection.
- 23 • Terms for loss, damage, or destruction of property
- 24 • Applicable contracting terms and conditions as required by the incident agency. Federal and
25 state terms and conditions may vary.

26 **Equipment Rental**

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

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

34 **Ordering Equipment**

35 Reference ordering under the EERA and IBPA Administration section and the *National Interagency*
36 *Mobilization Guide*, Chapter 40.

- 37 • IBPA contracted equipment shall be ordered through dispatch centers utilizing current Dispatch
38 Priority Lists (DPLs) within their jurisdictional area. IBPA equipment request for out-of-area
39 incidents should be placed through normal dispatch channels. Existing agreements for

1 equipment ordered through the resource ordering system and arriving from outside of the local
2 area should be honored and should not be renegotiated. Generally, contractors' cost of doing
3 business is established at their home base and does not change when they travel to incidents
4 outside their geographic area.

- 5 • Fire chasing is equipment prepositioned by a contractor without a resource order in an effort to
6 secure work. Every effort shall be made to utilize local area IBPA equipment listed on a current
7 DPL before prepositioned contracted equipment. If it arrives at an incident it should only be
8 used if there is a bona fide need and time does not permit ordering through established channels.
9 In those circumstances, apply the following guidelines:
 - 10 ○ Prior to use, establish a resource order to document the need.
 - 11 ○ Equipment with an existing agreement. Agencies are not obligated to honor rental
12 agreements for equipment not ordered through the resource ordering system. If the terms,
13 conditions, and rates are considered to be reasonable, the existing agreement may be used. If
14 the rate is significantly higher than local agreements and/or geographic area estimates, a new
15 agreement shall be established for the incident only.
 - 16 ○ Equipment without an existing agreement. Refer the matter to a warranted contracting
17 officer, e.g., Procurement Unit Leader or buying team contracting officer for establishment of
18 an agreement using local geographic area estimates.
 - 19 ○ Any new agreement shall be valid for the duration of that specific incident only. The
20 contracting officer shall indicate the incident name and number in the effective dates, e.g.,
21 “for the XXX incident only”.
 - 22 ○ Point of hire shall be the incident. **Compensation for travel to and from the incident will**
23 **not be allowed.**
 - 24 ▪ Demobilization. When demobilizing contract equipment, vendors awarded an agreement
25 as a result of competitive solicitations, shall be given priority to remain on the incident
26 over resources with incident only agreements, unless the IC determines it is necessary to
27 deviate based on a specific incident need or objective. Reference the *National*
28 *Interagency Mobilization Guide* located at
29 <https://www.nifc.gov/nicc/mobguide/index.html>.

30 **General Guidelines for Equipment Hire**

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

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

- 1 ○ Fair Labor Standards Act (FLSA).
- 2 ○ Occupational Safety and Health Administration (OSHA) Regulations
- 3 • Discuss current work/rest and length of assignment policies (reference Chapter 10).
- 4 • For equipment hired with operator, discuss the contractor's workers' compensation obligations
- 5 and liability coverage (validate coverage with contractor documentation). If the contractor is
- 6 other than owner/operator, e.g., intends to hire operators as employees, and cannot document
- 7 workers' compensation coverage the resource shall be declined and another supplier utilized.
- 8 • Discuss incident behavior responsibilities with the contractor. The contractor and their
- 9 employees shall comply with all established incident behavior responsibilities. This includes,
- 10 but is not limited to, the following:
- 11 • It is extremely important that inappropriate behavior be recognized and dealt with promptly. All
- 12 forms of harassment, including sexual and racial harassment, are inappropriate behavior.
- 13 **Harassment in any form will not be tolerated.**

14 Non-prescription illegal drugs (as recognized by Federal law) and alcohol are not permitted at the
15 incident. Possession or use of these substances will result in the contractor being released from the
16 incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of
17 fitness for duty. Drug or alcohol use resulting in being unfit for duty will normally result in the
18 contractor being released from the incident.

19 Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other
20 verbal or physical conduct of a sexual nature. These constitute sexual harassment when (1) submission
21 to such conduct is made either explicitly or implicitly a term or condition of an individual's
22 employment, (2) submission to or rejection of such conduct by an individual is used as the basis for
23 employment decisions affecting such individual, or (3) such conduct has the purpose or effect of
24 unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or
25 offensive working environment. (29 CFR 14 1604.11).

- 26 • Note on the face of the EERA whenever there are deviations or supplementation to the EERA
- 27 general clauses, including the applicable terms and conditions and how to obtain copies of these
- 28 requirements.

29 **Hiring Methods**

30 Most equipment should be obtained through a preseason competitive solicitation process. Follow
31 agency guidelines. Additionally, geographic areas should issue a supplement to establish standard
32 equipment rental rates, which reflect area costs, economics, and market conditions for equipment that is
33 not competitively solicited or is hired at an incident. Reference Exhibit 23 for Equipment and Method
34 of Hire National Standards.

35 **Incident-only EERAs**

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

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

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

- 6 • It is recommended geographic areas utilize the standard 90% rate established to negotiate an
7 incident only rate. The 90% reports can be found at <https://www.nwcg.gov/publications/902>.
- 8 • Call the geographic area contracting officer responsible for preseason equipment/services for
9 assistance for incident only negotiated rates.
- 10 • Determine if the vendor has standard commercial rates for the equipment/services or if there are
11 commercial rates established for similar equipment in the area, e.g., backhoes, bobcats, etc.
12 These rates will be a starting point to establish fair and reasonable rates to be used for the
13 incident. Service Contract Act wage rates, longer hours and working environment/conditions,
14 especially if equipment comes with operator, can be taken under consideration.
- 15 • Other factors to consider:
- 16 • Direction on the use of hourly/daily rates for each type of equipment will be determined by
17 *NWCG Standards for Interagency Incident Business Management (SIIBM)*, Chapter 20 and
18 supplements.

19 Determine the labor cost (all-inclusive) when hiring with operator(s). Use the current revision of Wage
20 Determination, Emergency Incident/Fire Safety Services, as a guide for operator hourly rates. Reference
21 the Incident Business Committee website at [https://www.nwcg.gov/committees/incident-business-](https://www.nwcg.gov/committees/incident-business-committee)
22 [committee](https://www.nwcg.gov/committees/incident-business-committee).

23 **Incident Only EERA and LUA Administrative Changes**

24 An administrative change (FAR 43.101) is defined as a contract change that does not affect the
25 substantive rights of the parties (e.g. a change in the payment office, incident #, financial code, etc.). For
26 the purpose of administration, an incident may include a resource utilized for complexes, mergers, splits,
27 or lend lease for one unit, one IMT managing multiple incidents or multiple IMTs managing one
28 incident/complex. In these circumstances, the resource may continue performance under the original
29 EERA or LUA. In the event an incident is complexed, merged, and/or split, contracting officers may
30 add language to allow active land use agreements from the original incident to be utilized on the
31 subsequent incident as long as the payment center remains the same. A new resource order number may
32 be assigned for the new incident. If the resource is needed on an incident outside the responsible area of
33 the incident management team(s), a new EERA or LUA shall be written.

34 **Unique Items**

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

38 Printing and copying may be purchased commercially, without a waiver from the Government Printing
39 Office (GPO), if the materials are of an administrative nature, for non-repetitive use, e.g., Incident
40 Action Plan printing, and will only be used internally within the incident. These services should be
41 procured through the most cost-effective method and source. Colored copies and colored paper are
42 considered unnecessary expenses.

43

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

6 **Agency Provided Commissary Requisitions**

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

11 **Agency Provided Commissary Acquisition**

12 The procurement official shall:

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

22 **Commissary Returns**

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

25 **Government Telephone Systems**

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

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

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

- 34 • Incident agency regulations govern installing additional telephones or increasing levels of
35 service on existing systems to accommodate authorized personal calls. Federal Regulations
36 regarding telephones are set forth in Part 201-21.6 of the Federal Information Resources
37 Management Regulations, the Federal Travel Regulations, and specific agency regulations.

1 Adding phones or increasing the existing system capabilities to allow for calls of a personal
2 nature is prohibited.

- 3 • Government telephones may be made available to contractors for conducting emergency incident
4 business. All calls by contractors shall be at the contractors' expense, either by credit card or
5 collect.
- 6 • Cell phones and satellite phones may be obtained on a no-cost basis through special programs
7 from cell phone providers.

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

9 Contract personnel may not utilize APMC services.

10 **Subsistence and Lodging Provisions**

11 Subsistence and lodging are normally provided to incident personnel.

- 12 • Food at Official Duty Station. This is considered a personal expense, and the regulation
13 prohibits receiving compensation in addition to the pay and allowances fixed by law (5 U.S.C.
14 5536). Federal funds cannot be used to pay subsistence or to provide food to regular government
15 employees at their official duty station or casuals working at their point of hire, except as stated
16 below. Similar state regulations may apply to state personnel.
- 17 • Conditions to Provide Food at Official Duty Station. Agencies may provide meals to personnel
18 at their official duty station at government expense during emergency operations which pose a
19 threat to life and property, if **both** of the following conditions are met:
 - 20 ○ Emergency personnel are in the field engaged in emergency operations (e.g., search and
21 rescue, firefighting activities – fireline personnel), **and**
 - 22 ○ The operational period prevents personnel from taking meals at home or in the normal
23 office/work station environment.

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

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

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

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

36 In addition to the fruit and liquid supplements, candy bars and energy bars may be provided to
37 supplement those included in sack lunches. The objective is to provide for an average of 1000
38 kilocalories of solid supplements per firefighter per day. For additional information regarding firefighter
39 nutrition refer to <https://www.nwcg.gov/sites/default/files/memos/eb-m-16-010a.pdf>.

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

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

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

13 Crews or other resources may request replacement of preseason purchased supplemental foods
14 consumed on an incident by requesting an S number through the incident replacement process.

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

17 **Military**

18 Chapter 50 and the *Military Use Handbook* set forth items which may have to be supplied by the
19 incident. There are no special procurement authorities, beyond those already available, for incidents to
20 acquire goods or services for the military. Procurement officers should coordinate with the Incident
21 Business Advisor and Military Liaison to determine operating procedures.

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

27 **Water**

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

31 **Awards**

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

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

35 **EERA and IBPA Administration**

36 Incident agencies shall establish procedures for administering the EERA and IBPA including ordering,
37 inspecting, record keeping, releasing and paying. Changes or modification to the EERA terms and
38 conditions may be made by the original signing procurement officer or successor. Successor in this case
39 is defined as a subsequent procurement official supporting the incident. An EERA is only authorized for
40 the duration of an incident, is not transferrable and cannot be reassigned to subsequent incidents.

1 Incident name, incident number, point of hire, and effective date will be included for each EERA
2 established.

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

5 **Ordering**

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

- 7 • Specify conditions of hire, e.g., number of operators, contractor or government-provided
8 operator and/or supplies, equipment ordered.
- 9 • Inform contractor where and when to report, and location of inspection site.
- 10 • Negotiate point of hire and time of hire. The time under hire shall start at the time the resource
11 begins traveling to the incident after being ordered by the government, and end at the estimated
12 time of arrival back to the point of hire after being released. Reference the clauses in the
13 agreement.
- 14 • Issue incident order number and request number to contractor and inform them to provide the
15 Finance/Administration Section with a copy of the EERA or IBPA and any certification or
16 documentation required by the agreement.
- 17 • Coordinate hiring of casuals with hiring official for government-provided operator.
- 18 • Ensure delivery of *Emergency Equipment Rental-Use Envelope*, OF-305, and related documents
19 to the Finance/Administration Section.

20 **Inspections**

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

27 Equipment signed up under an IBPA or EERA and inspected at the time the IBPA or EERA is
28 established, must be re-inspected at time of incident use.

29 If contracted equipment is inspected and accepted upon order, it does not require re-inspection at the
30 incident. If inspection of the equipment cannot occur at time of order, inspection shall take place upon
31 arrival at the incident or designated location. If the resource has not been previously inspected and
32 accepted prior to arrival at the incident and does not pass inspection, no payment will be made for travel
33 to the incident or point of inspection or return to the point of hire. Contractors may be given the
34 opportunity to become compliant.

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

1 Documentation

2 The Finance/Administration Section will ensure the equipment time is properly recorded in accordance
3 with the terms and conditions of the EERA or IBPA and document significant events during the period
4 of rental. The following forms will be utilized to document equipment use:

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

- 1 • Other Supporting Documents. Other documents relating to the rental of equipment include:

- 2 ○ *Resource Order* form
3 ○ *Commissary Issue Record*, OF-287
4 ○ Agency-provided repairs, parts and supply invoices
5 ○ Contract claim documentation
6 ○ *Incident Time Report*, OF-288
7 ○ Performance evaluations

- 8 • *Emergency Equipment Rental-Use Envelope*, OF-305. This envelope consolidates all above
9 forms and any other documents relating to the EERA or IBPA.

10 It includes a checklist that indicates items contained in the envelope, agreement information, and
11 whether any administrative follow-up is required (Exhibit 31).

12 The envelope is prepared at the time of hire by the hiring official and will contain a copy of the
13 EERA, IBPA, or contract, pre-use inspection, *Emergency Equipment Shift Ticket* book with the
14 time of hire, mileage or other necessary information recorded.

- 15 • This envelope is transmitted to the incident with the contractor or by some other method. Other
16 documentation is included in the envelope by the Procurement Unit as it is completed.

17 **Forms Distribution**

18 If other than standard official forms are utilized, e.g., e-ISuite, commercial logs or invoices, ensure
19 adequate copies are provided and original legible signatures are in other than black ink

20 The *Emergency Equipment Rental Agreement*, OF-294, and *Emergency Equipment Use Invoice*,
21 OF- 286, may be computer generated. These forms should always be distributed as follows:

- 22 • Contractor.
23 • Ordering office (incident agency).
24 • Payment office (original invoice, signed in other than black ink).
25 • Incident Finance Package, (Exhibit 43).

26 The *Emergency Equipment Shift Ticket*, OF-297 is color coded for ease of distribution and are to be
27 distributed as follows:

- 28 • Pink to payment office (original legible signature).
29 • Blue to incident finance package.
30 • Goldenrod to Contractor.
31 • White remains in the book.

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

- 34 • Pink to payment office (original legible signature).
35 • Second Pink is used for documenting the deduction on the receiving resource's invoice for fuel,
36 oil, or supplies.

- 1 • Blue to incident finance package.
- 2 • Goldenrod to Contractor.
- 3 • Green is issued to individual receiving the products.
- 4 • White remains in the book.

5 **Equipment Release**

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

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

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

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

- 13 • Coordinate with the Procurement Unit Leader or Finance Section Chief.
- 14 • Perform an inspection to the extent necessary to document the condition of the vehicle and the
15 alleged damage.
 - 16 ○ All time, additions, and deductions are posted and computations are correct.
- 17 • A *Demobilization Checkout*, ICS-221, has been signed.
- 18 • Release travel time is posted to the invoice.
- 19 • The release date and time documented on the invoice should include travel time to the point of
20 hire.
- 21 • If released to a new incident, the resource is paid by the receiving incident for costs associated
22 with the new incident, e.g., travel. Receiving incident should ensure the resource is not
23 compensated more than once for the travel day. Document reassignment in the Remarks block
24 of the invoice and provide the contractor an additional copy of the invoice to give to the
25 receiving incident finance section.
- 26 • Proper legible signatures are obtained in other than black ink. The contractor or contractor's
27 representative indicates whether there are any claims.
- 28 • Performance evaluations have been completed by the first line supervisor and given to the
29 Finance Section Chief. The FSC ensures the original evaluation form is forwarded to the
30 awarding contracting officer. Provide a copy to the contractor and retain a copy for the incident
31 documentation package.
- 32 • All payment documentation is placed in the Emergency Equipment Rental-Use Envelope, OF-
33 305, and the face of the envelope completed. The document content of the payment package is
34 determined by the incident agency, and is transmitted to the incident agency or appropriate
35 payment office.

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

1 **Contract Claims**

2 Contract claims may be settled by the original contracting officer, or a designated successor contracting
3 officer, acting within their delegated warrant authority and limits set by the incident agency. At the time
4 of establishment, the contracting officer may add comments in the special provisions section of the
5 EERA, allowing for claims settlement, e.g., “Any federally warranted contracting officer may settle
6 claims against this EERA”. Claims settlement authority is located at C.5 in the contract clauses of the
7 IBPAs. Each settlement shall include a contracting officer's determination and findings. (Appendix B –
8 Tool Kit.) Each claim settled shall be fully documented, attached to the *Emergency Equipment Use*
9 *Invoice*, OF-286, and forwarded to the payment office. In the event a settlement cannot be reached and
10 a dispute arises, the written final decision shall be made by the contracting officer initiating the EERA or
11 IBPA or an agency-designated successor contracting officer.

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

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

- 15 • Incident personnel shall not advise, comment, or solicit a contractor's claim.
- 16 • While there is no specific form on which to file a claim, the claim must be in writing and include
17 the following:
 - 18 ○ Claimants complete name, mailing address, and phone number.
 - 19 ○ Legible signature of the equipment owner or legal representative.
 - 20 ○ Claimant's statement of facts concerning the damage.
 - 21 ○ Claimant's itemized listing of the amount claimed, including estimated values of equipment
22 before damage.
 - 23 ○ Witness statements if available.
- 24 • Incident personnel managing the equipment are responsible for documenting the damage and
25 initiating the investigation. The extent of the investigation should be appropriate to the
26 complexity and/or amount claimed. The investigator shall avoid conclusions and opinions and
27 shall only present observations and facts. The investigation report should include the following
28 items:
 - 29 ○ Description of the damage and circumstances leading to the damage; including location of
30 the area, sequence of events, weather, and road conditions.
 - 31 ○ Law enforcement investigation report if applicable.
 - 32 ○ List of witnesses and statements.
 - 33 ○ Sketches, maps, diagrams, or photographs of the scene or equipment.
- 34 • Incident personnel having knowledge of potential claims should provide information to the
35 Procurement Unit Leader or contracting officer.
- 36 • Incident personnel sign and record the date the claim was received. This is the only information
37 entered. Incident personnel may not complete any information for the claimant.

- 1 • Claims may be submitted to the Procurement Unit Leader, incident agency, or contracting
2 officer. The claim does not have to be completed at the incident. Contractors intending to file a
3 claim should so note in block 22 of the *Emergency Equipment Use Invoice*, OF-286, to protect
4 the right to file.

5 **EERA and IBPA Claims Settlement**

- 6 • EERA claims can be settled by the original signing procurement officer or successor at the
7 incident, including: procurement unit leaders, buying team members, buying team leaders, and
8 contracting officers with the appropriate procurement authority. *IBPA claims should be settled by*
9 *the original signing procurement officer unless given written authorization.*

10 **Payments**

11 Prior to implementing any incident payments (including purchases made by government charge cards or
12 convenience checks) coordination with the incident agency is required.

13 The incident agency may review payment packages prior to submission to the designated payment
14 office. Federal payments must be made by electronic funds transfer (EFT), unless a waiver has been
15 approved.

16 Incident agencies may establish specific payment timeframes for vendors, (e.g., weekly during an
17 incident, upon demobilization of outgoing IMT). Partial payments should be considered, taking into
18 account the following:

- 19 • Length of incident (14 days or longer).
20 • Duration of resources away from home unit.
21 • Local vendor ability to restock.

22 ***Emergency Equipment Rental Agreement and Incident Blanket Purchase Agreement***

23 Unless otherwise specified in the EERA or IBPA, the jurisdictional or protection agency is responsible
24 for payment. The following documents, when applicable, should be submitted for payment of EERAs
25 and IBPAs:

- 26 • Documented proof the equipment was ordered in accordance with agency procedures. If the
27 order originates through an automated resource ordering system, the resource order number is
28 required. A detailed report from the automated system may be requested at a later date for audit
29 purposes (Exhibit 25). If the order does not originate through an automated system, then a copy
30 of the *Resource Order* is necessary.
- 31 • Copy of the *Emergency Equipment Rental Agreement*, OF-294 or *Incident Blanket Purchase*
32 *Agreement*, SF-1449.
- 33 • Original *Emergency Equipment Shift Tickets*, OF-297, vendor provided daily work sheet, or
34 other document provided by incident.
- 35 • Original *Emergency Equipment Use Invoice*, OF-286, or original commercial vendor invoice
36 (indicate incident name, number, resource order number, agreement number, and government
37 representative signature).
- 38 • *Emergency Equipment Fuel and Oil Issue*, OF-304, (if deductions are made) or a log with
39 approving official legible signature included.

- 1 • Copy of the *Vehicle/Heavy Equipment Pre-Use Inspection Checklist*, OF-296 or other
2 appropriate form.
- 3 • Repair orders, commissary issues, findings and determinations for claims, and any other
4 documents supporting additions or deductions to the payment.

5 **National Contracts**

6 National contracts such as mobile food and showers are issued through the Forest Service at NIFC and
7 payments are made by the Forest Service Incident Finance Branch at the Albuquerque Service Center,
8 regardless of incident agency. Payment procedures are set forth in the contracts which can be requested
9 by emailing fsaqmisb@fs.fed.us.

10 Reimbursement and payment procedures may be different for all-hazard incidents depending on the
11 jurisdictional agency for the incident. For additional guidance, contact the incident agency business
12 lead.

13 **Exhibits**

14 [Exhibit 23 – Equipment and Method of Hire National Standards](#)

15 [Exhibit 24 - Sample Report from Automated Dispatch System](#)

16 [Exhibit 25 – Emergency Equipment Rental Agreement, OF-294](#)

17 [Exhibit 26 – Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296](#)

18 [Exhibit 27 – Emergency Equipment Shift Ticket, OF-297](#)

19 [Exhibit 28 – Emergency Equipment Use Invoice, OF-286](#)

20 [Exhibit 29 – Emergency Equipment Fuel and Oil Issue, OF-304](#)

21 [Exhibit 30 – Emergency Equipment Rental Use Envelope, OF-305](#)

22 [Exhibit 31 – Solicitation/Contract/Order for Commercial Items, SF-1449](#)

23 [Exhibit 32 – Incident Demobilization Vehicle Safety Inspection, ICS-212](#)

24 [Exhibit 33 – Commercial Rental/Service Envelope](#)

25 [Exhibit 34a – Emergency Facilities and Land Use Agreement](#)

26 [Exhibit 34b – Emergency Facilities and Land Use Agreements Checklist and General Guidance](#)

1 **Exhibit 23 – Equipment and Method of Hire National Standards**

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
Ambulance	Emergency response vehicle with medical services team, equipment and supplies for patient transport and emergency medical care out of hospital	<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 NFPA 471,472,473 and 29 CFR 1910, 120 ETA 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 NFPA 471,472,473 and 29 CFR 1910, 120 ETA 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>	Daily Wet With 2 Operators (per single shift)	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
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. Reference national solicitation template for minimum specifications (Chipper).	Daily Wet With 2 operators Rate includes service and/or tow vehicle	S/D	N
Computer	Computer, associated equipment and networking	Categories: GIS iPad Laptop Network Equipment Other Computer Peripherals Printer Specify software requirements and compatibility Verify regional procedures for rental, there may be specific sources identified.	Weekly / Monthly	N/A	Y
Copier	Paper copier, black and white or color	May need: Collator/Sorter, Stapler. Specify delivery costs.	Weekly / Monthly Plus rate per copy	N/A	Y
Crash Rescue (Aircraft)	Aircraft Rescue and Firefighting (ARFF) Apparatus	Refer to national solicitation template (Water Handling)	Daily Wet With 3 operators	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
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 (Heavy Equipment).	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator Rate includes service vehicle	S/D	N
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 Reference national solicitation template for minimum specifications (Types 3 - 6) (Water Handling). All NWCG standards must be met.	Daily Wet With operator NWCG standard is T3 = 3 operators T4 - 7 = + 2 operators Additional operators may be ordered	S/D	N
Excavator	Crawler mounted hydraulic excavators	Type 1 - 156 + HP Type 2 - 111-155 HP Type 3 - 81-110 HP Type 4 - 60-80 HP Reference national solicitation template for minimum specifications (Heavy Equipment). Mandatory hydraulic thumb or clamshell.	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator Rate includes service vehicle	S/D	N
Faller Module	2 Faller Units (2 qualified fallers, saws, and 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. (Faller Module)	Daily Wet Rate includes vehicle	S	N
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. (Faller Module)	Daily Wet Rate includes vehicle	S	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
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 (Misc Heavy Equipment).	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator	S/D	N
Food Service, Mobile	For catered meals (mobile) in quantities under the minimum order for the NIFC national contract. 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)	N/A	Y
Forklift		Consider commercial rental contract/VISA; Regular or All Terrain	Daily / Weekly Without Operator	N/A	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 Ordering options: With/without tracks	Daily, Plus Delivery/Pick-up fee Wet With Operator	S	N
Generator	Portable electricity generator	Consider commercial contract/VISA; Specify minimum KW	Daily / Weekly / Monthly Dry Without Operator	N/A	Y
Handwashing Station, Portable	Plastic sink units with foot pump	Consider commercial rental contract/VISA; Single or multiple sink units. Refer to solicitation template (Portable Toilets) for additional specifications.	Daily Plus service charge (specify frequency of service) and mileage	N/A	Y
Handwashing Station, Trailer Mounted	Self-contained trailers with hot and cold water, soap and supplies	Type 1 - 12+ sinks Type 2 - 8-11 sinks Untyped - 7 or less sinks Refer to national solicitation template (Potable water truck/Gray water truck/Handwash Station Trailer Mounted) for additional specifications.	Daily With operator Rate includes servicing	N/A	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
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 (Mobile Laundry) for additional specifications	Daily Plus mileage for Mob/Demob Plus rate per pound Wet	N/A	N/A
Masticator a.k.a. Mulcher or slash buster	Machine for grinding vegetation Same equipment as an excavator with a different boom attachment	Tracked or Rubber tired mounted typing based on dozer HP Boom mounted typing based on excavator HP Reference National Solicitation (Misc Heavy Equipment)	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator Rate includes a service vehicle	S/D	N
Mechanic with Service Truck		Type 2 Light Automotive and Heavy Truck Type 1 Heavy Equipment Specify provisions for reimbursement of parts Refer to the national solicitation template specifications (Mechanic w/ Service Truck)	Daily Wet With operator	S	N
Emergency Medical Technician/ Paramedic	Line-qualified with medical kit and transportation	EERA should specify who will pay for restocking consumables used, transportation, and state specific qualifications.	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 Mob/Demob Without operator	N/A	Y
Pumper Cat	A crawler tractor with dozer blade, tank and pump	Type 1 - Minimum 200+ HP, 500+ 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 template (Heavy Equipment w/ Water) for minimum specifications.	Daily Plus mileage rate for Mob/Demob (Transport) Wet With operator	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
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 (Misc Heavy Equipment)	Daily Wet With operator Plus mileage rate for Mob/Demob (Transport)	S/D	N
Skidder	Used for moving logs	Type 1 - 176+ 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 (Misc Heavy Equipment).	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator	S/D	N
Skidgine	A rubber tired skidder with a tank and pump	Type 1 - 176+ HP, 50 gpm @ 100 psi, 1200 + gal Type 2 - 75-175 HP, 50 gpm @ 100 psi, 800-1199 gal Type 3 - 100 + HP, 30 gpm @ 70psi, 400-799 gal Type 4 - 60-99 HP, 30 gpm @ 70psi, 200-399 gal Reference national solicitation template (Heavy Equipment w/ Water) for minimum specifications.	Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator	S/D	N
Sleeper Unit, Mobile	Mobile unit to provide sleeping accommodations	Move in/Move out cost included in daily rate.	Daily Wet With operator(s)	N/A	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 (Heavy Equipment w/Water) for minimum specifications	Daily Plus mileage rate for Mob/Demob Wet With operator	S/D	N
Tank, Portable (Water Storage)	Self-standing storage tank, PUP, dip tank, etc.		Daily / Weekly / Monthly	N/A	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
Tender, Fuel	Fuel truck used as a fuel station at incidents	<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. Vendor should be capable of logging usage via Fuel/Oil Issue or a spreadsheet.</p> <p>Type 1 3501+ gallons Type 2 2501 - 3500 gallons Type 3 500 - 2500 gallons Reference national solicitation template (Fuel Tender) for minimum specifications.</p>	Daily Rate Wet With operator	S/D	N
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.</p> <p>Reference national solicitation for minimum specifications (Potable & Gray Water Truck/Handwash Station)</p>	Daily Wet With operator	S/D	N
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 NWCG standards must be met. Reference national solicitation for minimum specifications (Water Handling)</p>	Daily Wet With operator	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
Tender, Water Tactical	Used for direct fire suppression missions	Type 1 (2000+ gal / 250 gpm @ 150 psi) Type 2 (1000-1999 gal / 250 gpm @ 150 Operator must meet fireline qualifications All NWCG standards must be met. Reference national solicitation for minimum specifications (Water Handling)	Daily Wet With 2 operators	S/D	N
Tent / Canopy	Type 1 & 2 are canopy type tents Type 3 & 4 are similar to yurts 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 generator insulation floor optional Reference national solicitation template for minimum specifications. (Tent)	Daily / Weekly / Monthly Delivery/pickup charge Relocation charge Sidewall rate	N/A	Y
Toilet, Portable		Regular portable ADA compliant Reference national solicitation minimum specifications (Portable Toilet)	Daily Additional fees for servicing and relocation	N/A	Y
Tractor – Plow		Type 2 - 100-199 HP Type 3 - 50-99 HP Reference national solicitation for minimum specifications (Heavy Equipment)	Daily Wet With operator	S/D	N
Trailer – Communications	Trailer equipped with programmable radios	Refer to national solicitation template for specifications (Communications Trailer)	Daily / Weekly / Monthly Wet With operator	N/A	Y
Trailer - GIS	Mobile unit for providing GIS services	Reference national solicitation template for specifications. (GIS Unit)	Daily / Weekly / Monthly Wet With operator	N/A	Y
Trailer – Helicopter Operations Support	Mobile unit to support helicopter operations	Refer to national solicitation template for specifications. (Helicopter Operations Support Trailer)	Daily / Weekly / Monthly Wet With operator	N/A	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
Trailer, Clerical Support	Clerical support for copying, scanning, faxing, etc.	Includes photocopier, scanner, fax machine, printer, plotter, etc. Internet Reference national solicitations for minimum specifications (Clerical Support Unit)	Daily / Weekly / Monthly With operator Plus rate per copy	N/A	Y
Transportation – Vehicle, All Terrain (ATV)		Categories: Single Seat (ATV) Side by Side with bed (UTV) Helmets may need to be included in rental. Consult local unit for specifications.	Daily/Weekly/Monthly Dry Without Operator	N/A	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 with seat belts	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 1999 and include seatbelts Refer to national solicitation template for minimum specifications. (Crew Carrier Bus)	Mileage or minimum daily guarantee, whichever is greater. With one operator Wet	S	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
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	N/A	Y
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. (Reference: Heavy Equipment, Heavy Equipment w/ Water, Misc Heavy Equipment IBPA template.)	Mileage or minimum daily guarantee Wet With operator (Reduce rate to 65% if operator also operates the equipment being hauled)	S/D	N
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 GSAs RSVP or STR Programs	Categories: Automobile Truck, Flatbed Pickup (4x4) Truck, Stakeside Pickup (4x2) Van, Box Sport Utility Vehicle Van, Passenger Specify 4X4 or 4X2	Daily Dry Without operator	N/A	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24 Hr Day
Transportation, Vehicle w/ Driver	From owner/operators	Categories: Automobile Pickup (4x4 or 4X2) Sport Utility Vehicle (4X4 or 4X2) Truck, Flatbed Truck, Stakeside Van, Passenger Refer to the national solicitation template for minimum specifications. (Vehicle with Driver)	Daily Plus mileage Wet With operator	S	N
Truck, Gray Water		Type 1 – 4000+ gal Type 2 – 2500-3999 gal Type 3 – 1000-2499 gal Type 4 – 400-999 gal Must comply with state and local laws Refer to the national solicitation template specifications. (Potable Water/Gray Water/Handwash Station)	Daily Wet With operator Contractor must pay own permit fees Contractor reimbursed for disposal fees unless the Government provides a disposal site	S	N
Truck/Trailer - Refrigeration	Refrigeration Truck	Categories: Refrigeration Truck Refrigeration Trailer Type 1 - 43+ ft., Type 2 - 29-42 ft., Type 3 - 24 ft. Stairs Included Also available on GSA Schedule	Daily / Weekly / Monthly Plus mobilization cost No operator Dry	N/A	Y
Weed Washing Units	Self-contained unit for washing vehicles and equipment	Type 1 – With Recycling Water System Refer to national solicitation template for additional specifications Weed Washing Unit	Daily Wet With operator(s)	S	N

Exhibit 24 – 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
	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
	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

1 **Exhibit 25 – Emergency Equipment Rental Agreement, OF-294**

2 General Clauses to Form OF-294 can be found at:

3 <https://www.gsa.gov/forms-library/emergency-equipment-rental-agreement>

4 **Exhibit 26 – 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 97 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.
7548-01-133-0607
PREVIOUS EDITION NOT USABLE Printed on recycled paper
FINANCE COPY – PRE-USE
OPTIONAL FORM 296 (REV. 6-2015)
50296-103

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 rear most part of the bus in excess of 8" 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.

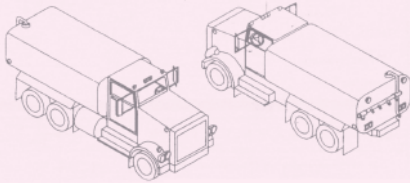
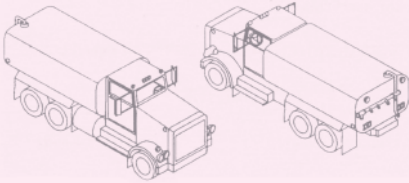
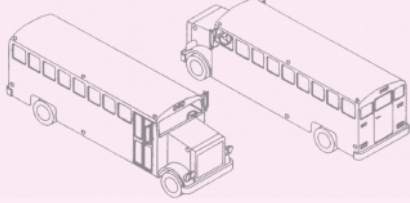
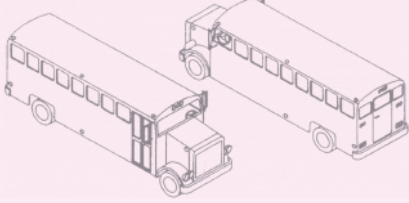
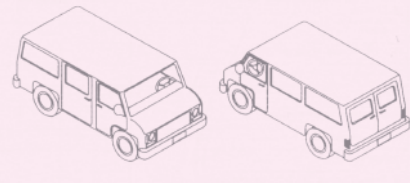
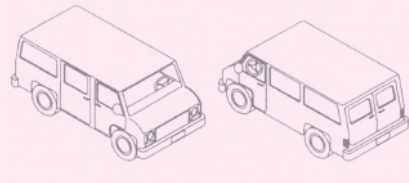
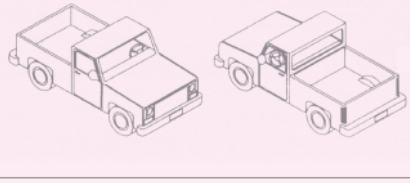
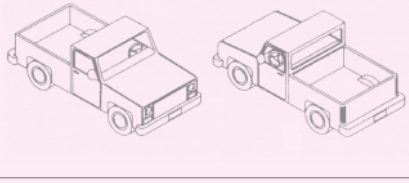
25. License (383.23, 391.41)

- 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
	
	
	
	
Remarks	

1 **Form Use and Distribution**

2 Pre-Use Inspection

- 3 1. Inspector completes block numbers 1-10.
- 4 2. Inspector completes vehicle/equipment inspection checking all items as indicated in applicable
5 Section I, II, or IV and Section V “Remarks” if needed. If applicable, Section IV, item 23 is
6 continued on the back side of the “Finance Copy – Release”.
- 7 3. Inspector must sign the Pre-Use inspection, block 10 marking either “Accepted” or “Rejected”.
- 8 4. Operator to print name, title, sign and date acceptance of liability, Section III.
- 9 5. “Finance Copy – Pre-Use” (white copy) is sent immediately to the Finance Section.
- 10 6. “Contractor Copy – Pre-Use / Release” (yellow copy) is given to operator with instruction to
11 bring the copy back for release at demobilization.
- 12 7. “Finance Copy – Release” (pink copy) and “Inspector – Pre-Use / Release” (goldenrod copy) are
13 retained by the Inspector.

14 Release

15 Retrieve “Contractor Copy” and place between the “Finance Copy – Release” and “Inspector – Pre
16 Use/Release” copies that were held by the Inspector.

17 Block 11, “Release” must be completed by both Operator and Inspector. Operator to print name, title,
18 sign and date documenting no damage/no claim at time of release.

19 Inspector returns “Contractor Copy” to Operator and **immediately** sends “Finance Copy – Release” and
20 “Inspector Copy” to the Finance Section.

1 Exhibit 27 – 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 DPE-07-0592		2. CONTRACTOR (name) Do-Right Construction	
3. INCIDENT OR PROJECT NAME Biq Fir		5. OPERATOR (name) Peter Pulasik	
4. INCIDENT NUMBER 1D-1FB-01235		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
6. EQUIPMENT MAKE CAT		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER 47A19625		14. REMARKS	
12. DATE MO/DAY/YR		15. EQUIPMENT STATUS	
13. EQUIPMENT USE		16. INVOICE POSTED BY (Recorder's initials)	
HOURS/DAY/MILE: (circle one)		18. GOVERNMENT OFFICER'S SIGNATURE <i>Thao Evans</i>	
START	STOP	WORK	SPECIAL
7/22/xx 1300	1700	4	
7/22/xx 1730	2000	2.5	
17. CONTRACTORS OR AUTHORIZED AGENTS SIGNATURE <i>Beer B. Lee</i>		19. DATE SIGNED 7/22/xx	
NSN 7540-01-19-5628		OPTIONAL FORM 297 (7-90)	
50297-102		USDA/USDI	

FINANCE

CONTRACTOR

EQUIPMENT TIME RECORDER

ORDERING OFFICE FILE COPY (RETAIN IN BOOK)

1 Instructions for form completion:

1. Agreement Number. Enter number from block 2 of the EERA or block 2 of the IBPA.
2. Contractor. Enter the contractor's name as shown in block 4 of the EERA or Block 17a of the IBPA. 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 IBPA. (Note: blocks 6 through 8 should reflect what is shown on the EERA or IBPA 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 IBPA.
8. Operator. Check 1, in accordance with block 6 of the EERA or Clause D.1 of the IBPA.
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 IBPA.
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 IBPA.
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 IBPA. 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 IBPA.)

Enter any information in the "Special" column required in block 12 of the EERA or the Schedule of Items in the IBPA.
14. Remarks. Enter any information necessary to administer the terms of the EERA or IBPA. 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.

1 **Exhibit 28 – 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						
6. POINT OF HIRE (location when hired) Nampa, ID				7. DATE OF HIRE 8/5/XX		8. TIME OF HIRE 600				
9. INCIDENT UNIT FOR PAYMENT USDA Forest Service Albuquerque Service Center Incident Finance Branch 101 B Sun Avenue NE Albuquerque, NM 87109				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	14. WORK OR DAILY RATE			15. SPECIAL RATE			16. TOTAL AMOUNT EARNED (14C + 15C)	17. GUARANTEE	18. AMOUNT (COLUMN 16 OR 17 WHICHEVER IS GREATER)	
	a. UNITS WORKED (M/HR/DA)	b. RATE	c. AMOUNT	a. UNITS WORKED (M/HR/DA)	b. RATE	c. AMOUNT				
2										
MO	DA									
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						
22. REMARKS (list number and types of attachments): \$322.05 Deduction for fuel Equipment was released in same condition as hired				25. TOTAL AMOUNT DUE 3068.00				26. DEDUCTIONS (attach statement) -322.05		
				27. ADDITIONS (attach statement)				28. NET AMOUNT DUE 2745.95		
29. 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>Dudley 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 Dudley 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

1 Instructions for form completion:

1. Contractor. Enter contractor's name and mailing address from block 4 of the EERA or block 17a of the IBPA. 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 IBPA.
4. Effective Dates. Enter the effective dates of the agreement from block 3 of the EERA or Clause C.3.1 of the IBPA.
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 IBPA 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 IBPA.
- 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 IBPA.
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 IBPA. 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 IBPA. 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.

1 Exhibit 29 – Emergency Equipment Fuel and Oil Issue, OF-304

SEE COVER FOR INSTRUCTIONS
 Contractor Government

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE

INCIDENT OR PROJECT NAME: Bad Bear
 OWNER OF EQUIPMENT: DoRight Construction E-1
 LICENSE OR IDENTIFICATION NUMBER: _____

AGREEMENT NUMBER: AG-03KO-C-X-9295
 TYPE OF EQUIPMENT: Caterpillar Dozer D6C
 LICENSE OR IDENTIFICATION NUMBER: _____

COMMODITY (CIRCLE APPROPRIATE ITEMS): DIESEL
 QUANTITY: 95
 UNIT PRICE AMOUNT: 3.39

REGULAR GAS	UNLEADED GAS	OTHER (specify)	QUANTITY	UNIT PRICE	AMOUNT
			95	3.39	322.05
DATE AND TIME ISSUED: 8/5/XX 2000					TOTAL: 322.05
REMARKS: _____					
ISSUING AGENT'S SIGNATURE: <i>Splash Henderson</i>			PRINT NAME AND TITLE: Splash Henderson, Fueler		
RECEIVING AGENT'S SIGNATURE: <i>Tanner Jones</i>			PRINT NAME AND TITLE: Tanner Jones, Operator		
POSTED TO EQUIPMENT INVOICE (FINANCE USE ONLY): INITIALS _____ DATE _____					
NSN 7540-01-317-7368 50304-101					

OPTIONAL FORM 304 (7-90)
USDAY/USDJ

FINANCE ATTACH TO ISSUING AGENTS OF-286

EQUIPMENT TIME RECORDER

ISSUING AGENT

RECEIVING AGENT'S COPY

ORDERING OFFICE FILE COPY

1 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 IBPA. 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 IBPA. 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 IBPA.
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.

1 **Exhibit 30 – Emergency Equipment Rental Use Envelope, OF-305**

2 <https://www.gsa.gov/forms-library/emergency-equipment-rental-use-envelope>

REQUEST #:	EMERGENCY EQUIPMENT RENTAL USE ENVELOPE		REQUEST #: _____	ADMINISTRATIVE OFFICE FOR PAYMENT			
	CONTRACTOR			Office name: _____			
	INCIDENT NUMBER		ORDERED BY			FORWARDED FOR PAYMENT:	
	ARRIVED AT MOBILIZATION POINT/ICP			Date: _____			
	Date		Time	Location		Batch #: _____	
	OPERATOR(S)			INTERIM PAYMENTS:			
	RESOURCE			Date: _____ Amt: _____ Batch # _____			
	Type	Size	Number (VIN, serial #)				
	DATE RELEASED		TIME RELEASED				
	FORMS:						
_____ AGREEMENT (OF-294 EERA, IBPA, ETC.) _____ OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (PRE-USE) _____ OF-297 EMERGENCY EQUIPMENT SHIFT TICKET(S) _____ OF-286 EMERGENCY EQUIPMENT USE INVOICE _____ OF-288 EMERGENCY INCIDENT TIME REPORT (IF APPLICABLE) _____ COMMISSARY ISSUES (IF APPLICABLE) _____ OF-304 EMERGENCY EQUIPMENT FUEL AND OIL ISSUE (IF APPLICABLE) _____ OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (POST-USE) _____ RESOURCE ORDER _____ GENERAL MESSAGES / OTHER DOCUMENTATION							
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.							
EQUIPMENT TIME RECORDER		DATE		FINANCE SECTION CHIEF OR PROC			
PHONE #:		_____		PHONE # _____			
DATE		DATE					

NSN 7540-01-317-7367
50305-102

Optional Form-305 (REV 2/18)
USDA / USDI NFES 000422

- 1 **Exhibit 31 – Solicitation / Contract/Order for Commercial Items, SF-1449**
- 2 <https://www.gsa.gov/forms-library/solicitationcontractorder-commercial-items>
- 3 **Exhibit 32 – Incident Demobilization Vehicle Safety Inspection, ICS-212**
- 4 <https://www.nwcg.gov/publications/ics-forms>
- 5 **Exhibit 33 – 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)

1 **Exhibit 34a – Emergency Facilities and Land Use Agreement**

2 <https://www.nwcg.gov/publications/902>

3 **Exhibit 34b – Emergency Facilities and Land Use Agreement Checklists and General Guidance**

4 <https://www.nwcg.gov/publications/902>

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.

Property Management Program Procedures

An effective incident property management program should include the following:

- Establishment of areas where property may be stored and protected.
- Designation of individuals to receive property and establishment of receipting procedures.
- Establishment of property identification and marking procedures for accountable and durable property purchased by the incident.
- Designation of individuals to issue property and establish property accountability controls.

- 1 • Establishment of property clearance and demobilization procedures. When delegated, these
2 responsibilities must be delegated to individuals who are qualified to perform the duties.
- 3 • Establishment of procedures to ensure compliance with the principles of ethical conduct
4 regarding waste, fraud, and abuse.

5 **Incident Base Security/Storage**

6 Property stored at incident base must be adequately protected to prevent theft or vandalism. A specific
7 area must be designated for property storage. Access to the area is restricted at all times and under the
8 observation of individuals with designated property management responsibilities. Appropriate
9 protection measures may include use of agency law enforcement personnel, state and local law
10 enforcement agencies, or private security agents.

11 **Property Receipting Procedures**

12 Property and supplies may be furnished from various sources and reports of receipt must be made to the
13 incident agency. Shipments are generally accompanied by a packing list, bill of lading, or other
14 shipping document. The Supply Unit must verify items shipped are received and must, in all cases, note
15 shortages, overages, and damages and share this information with buying team personnel or others as
16 necessary. When shipments are not accompanied by documents, the receiving unit must inventory and
17 acknowledge receipt on the *Interagency Incident Waybill*, OF-316 (Exhibit 36) or appropriate document.
18 Any information available from shipping containers or persons making delivery must also be noted.

19 From Government Sources of Supply:

- 20 • Agency Caches and Warehouses – C Acknowledge receipt on Interagency Incident Waybill, OF-
21 316 or appropriate document.
- 22 • Other agencies, State and Local – Use packing lists or other documents accompanying shipments
23 to acknowledge receipt.

24 *From Commercial Sources of Supply* – When incident orders for property and supplies cannot be filled
25 by agency or the DLA FedMall supply systems by the date and time needed, orders may be placed with
26 commercial sources for direct delivery to the incident base. Incident agency procurement regulations
27 must be followed. The incident order number and request number, e.g., E#, S#, must be indicated on all
28 receipts and documentation.

- 29 • *Government Charge Cards and Convenience Checks* – Receipt of property and supplies
30 purchased by these methods must be acknowledged by an original bill, sales slip, cash register
31 tape, or invoice. The charge card holder/convenience check writer is responsible for providing
32 copies of sales slips, etc. to the incident agency. Use of government charge cards may be
33 restricted by the issuing agency or the incident agency for the purchase of accountable property.
34 The cardholder must follow the more restrictive of their home agency or incident agency policy.
- 35 • *Blanket Purchase Agreements/Charge Accounts* – The incident agency may establish blanket
36 purchase agreements or charge accounts for materials and supplies with local vendors. Sales
37 slips or delivery tickets must include a legible signature by the individual receiving the
38 merchandise.

1 **Identification**

2 Property received from the incident supply system is generally identified as government property. If
3 not, or if property is received directly from a commercial vendor, DLA or GSA, it must be identified as
4 government property.

5 Accountable Property – Items with a purchase price of \$5,000 or more (USDI or USDA), or items the
6 incident agency considers sensitive, e.g., cameras, chainsaws, personal or laptop computers, GPS units.

7 State and other federal agencies may have established a different purchase price for accountable and
8 sensitive property. This property is generally tagged with an agency identification number. Property
9 obtained through the cache system may be designated as trackable property and should be handled the
10 same as accountable or sensitive property.

11 Incident management teams (IMT) or buying teams should create a separate tagging/tracking system for
12 property procured or rented for the incident from commercial sources in order to facilitate the disposal
13 of the property to the correct location at the end of the incident, e.g., a label containing item, value,
14 resource request number, incident name, date purchased, and location for return at end of incident, can
15 be used as a tracking tool.

16 Durable Property – Durable property includes those non-accountable items, which have a useful life
17 expectancy greater than one incident, e.g., sleeping bags, water handling accessories, tents, headlamps,
18 tools. This property may be permanently marked with an agency-specific marking.

19 Consumable Goods – Consumable goods are items normally expected to be consumed on the incident,
20 e.g., batteries, Meals Ready to Eat (MREs), plastic canteens, petroleum products. This property is not
21 marked.

22 Trackable Property – Items maintained by a cache that are tracked due to their dollar value, durability,
23 and potential sensitive property classification will be engraved or tagged with a cache identification
24 number. Trackable property does not meet the dollar threshold of accountable property.

25 **Property Accountability Controls**

26 Property and supplies obtained from all sources of supply are under the control of the incident agency.

27 Accountable Property List – The incident base must maintain a list of accountable property to ensure
28 property control. This list must show serial numbers of accountable property and may include additional
29 items deemed sensitive by the incident agency.

30 Issues, Transfers, and Returns – Property accountability may be documented on agency specific
31 property forms, *General Message*, ICS-213, IMT specific forms or other appropriate document.

- 32 • Issues to Personnel – The transfer of all durable and accountable property must be recorded at
33 the time of issue. The *Interagency Incident Waybill*, OF-316 (Exhibit 36) or approved automated
34 application may be used.
- 35 • Transfers Between Personnel – To transfer assigned property to another person on the incident,
36 obtain and record the name of the individual to whom the property is being transferred, notify
37 their supervisor, and give to the Supply Unit Leader.
- 38 • Transfers Between Crews – To transfer a large quantity of property between crews, the crew
39 supervisor shall ensure an accurate accounting of property is made, names of individuals
40 accepting the property are recorded, and notification of the transfer is given to the Supply Unit
41 Leader.

- 1 • Transfers Between Incidents – When property is transferred directly from one incident to
2 another, the Supply Unit Leader will document all items to be released. The documentation
3 should consolidate groupings of similar items, e.g., supplies, equipment, and must include the
4 following:
 - 5 ○ The National Fire Equipment System (NFES) number
 - 6 ○ Item Number
 - 7 ○ Quantity
 - 8 ○ Description
 - 9 ○ Property number, if the property is accountable or trackable
 - 10 ○ Receiving incident name, incident order number, and resource order/request number
- 11 • The Supply Unit Leader shall report the transfer(s) to the incident agency and to the servicing
12 cache upon completion of the documentation. This process for cache items may be facilitated
13 through an automated program with the cache system.

14 The cache will credit the issuing incident for these items and assign them to the receiver. The fire
15 loss/use report will then reflect accurate numbers for both incidents. Three copies of the documentation
16 are required for: the incident agency (Final Incident Package), the servicing cache, and the Supply Unit
17 Leader's records.

- 18 • *Returns from Personnel* – Items returned by incident personnel are inspected and compared with
19 the quantities recorded on the original waybill document. Shortages or damages must be noted
20 in the Remarks section on the receipt form.

21 Property Utilization – Issued property/supplies that become unusable should be reported to the incident
22 Supply Unit. The Supply Unit Leader should identify excess supplies and work with the servicing cache
23 as soon as possible to facilitate return of the items.

- 24 • Incident Replacement – Incident personnel may replace consumable items at the incident through
25 the Supply Unit. These requests should be processed on an *Incident Replacement Requisition*,
26 OF-315 (Exhibit 38) or other acceptable form (i.e., *General Message Form*, OF-213, *Saw Parts*
27 *Order*, etc.). These requests should be limited to items that are typically expected to be
28 consumed within the timeframe of one incident (i.e., MREs, batteries, saw parts, bar oil). These
29 items can be replaced at the incident or the incident can approve an *Incident Replacement*
30 *Requisition*, OF-315 (Exhibit 38) for replacement of items by a cache or at the home unit.
31 Replacement of NFES items not carried by the cache supporting the incident (e.g., *Wildland*
32 *Firefighting Pants, Type II*) must be authorized using an *Incident Replacement Requisition*, and
33 the items should be replaced through the DLA wildland fire equipment program.
- 34 • Damage/Loss of Government Property – The incident agency should limit replacement to those
35 items that are lost, damaged or rendered unserviceable on the incident. The individual
36 responsible for or assigned the property is responsible to document loss or damage on the
37 *Property Loss or Damage Report Fire Suppression*, OF-289 (Exhibit 39 or available
38 electronically at [https://www.gsa.gov/forms-library/property-loss-or-damage-report-fire-](https://www.gsa.gov/forms-library/property-loss-or-damage-report-fire-suppression)
39 [suppression](https://www.gsa.gov/forms-library/property-loss-or-damage-report-fire-suppression)) or appropriate incident or home unit form(s). The individual is responsible for
40 initiating the form and obtaining support/signature of the incident supervisor. Include witness
41 statements or backup documentation as necessary. The form is then submitted to the
42 Compensation/Claims Unit Leader (COMP) or Finance Section Chief for incident specific
43 adjudication. Based on the delegation of authority, the final authorization of the claim may come

1 from the Finance Section Chief, Incident Business Advisor, or other individual as identified by
2 the incident agency. Copies of all reports of loss or damage must be provided to the incident
3 agency.

- 4 • **Government Equipment** – The home unit normally adjudicates government equipment (i.e.,
5 vehicles) damage/loss reports to ensure the correct accounting code is charged.

6 Caches may only process requests for NFES items. Requests for non-NFES items should be requested
7 on a separate Incident Replacement Requisition to be processed by the home unit.

8 IMTs or other incident personnel (e.g., IBA) may authorize replacement of non-NFES (non-standard
9 cache) items if delegated authority by the incident agency. If no delegation exists documentation is
10 provided to the incident agency for review and determination. Written documentation is provided to the
11 home unit, if authorized by the incident agency, for the replacement of government property items that
12 have been destroyed or rendered otherwise unserviceable while being used on the incident.

13 Replacement of non-standard items not procured through mandatory sources of supply may be
14 authorized up to a dollar limit identified through these sources; costs beyond this amount should be
15 covered by home unit program dollars. Prototype equipment will not be replaced with suppression
16 funds. The incident agency may require the damaged property be turned in before replacement is
17 authorized.

18 Property numbered items must be carefully tracked and property records documented.

- 19 • **Contractor Property** – Contractor owned property, e.g., hose, fittings, Personal Protective
20 Equipment (PPE), tents, may not be replaced through incident supply. The contractor must
21 document damaged or lost property and submit the claim through the Procurement Unit Leader
22 or Contracting Officer for a determination. Do not issue an Incident Replacement Requisition,
23 OF-315 to a contractor.
- 24 • **Employee Owned Property** – Employee claims from regular federal government employees and
25 federal casuals are covered under the Military Personnel and Civilian Employees Claims Act
26 (reference Chapter 70). Claims from state and local government employees are covered under
27 applicable state regulations.

28 **Fire Loss/Use** – A goal of property management on incidents is to prevent the loss of property and
29 supplies. To accomplish this goal, IMT and incident agencies should review and follow loss
30 performance guidelines. The Incident Commander is accountable for meeting fire loss/use performance
31 threshold. These thresholds are frequently a percentage of the durable property. Fire loss/use rate is
32 defined as all property and supplies lost, damaged, or consumed on an incident.

33 National Incident Support Cache managers monitor incident ordering and returns to ensure stocking
34 levels are adequate to meet current and projected needs. Inventories are established on an average use
35 rate.

36 If the loss of durable items exceeds loss performance guidelines, and it is known prior to the release of
37 the IMT, the IMT will provide documentation of the loss to the incident agency and the servicing cache.

38 **Accountable Property** – At the end of the incident, all accountable property must be returned to the
39 appropriate owner, e.g., incident agency or local, geographic, or national cache. If accountable property
40 is missing, damaged or unserviceable, complete the forms as noted under the Damage/Loss section in
41 this chapter.

1 Property Record Reconciliation – The Logistics Section will provide the incident agency with
2 documentation of receipt and return of all accountable and durable property. Differences will be
3 documented on the *Property Loss or Damage Report Fire Suppression*, OF-289 or appropriate incident
4 or home unit forms.

5 **Clearance and Demobilization Procedures**

6 Upon receiving instructions to demobilize, property management personnel shall ensure adequate
7 staffing to effect closure in an efficient and timely manner.

8 Return of Property – After checking in property (accountable and durable), property management
9 personnel shall inspect all property. If property is damaged to the extent it is not economical to repair, a
10 record must be made of the items, quantities, serial numbers, and agency property numbers. Return all
11 property and supplies to the appropriate locations using an *Interagency Incident Waybill*, OF-316, or an
12 approved incident document.

13 Clearance – Logistics and Finance/Administration Sections shall coordinate during demobilization to
14 ensure property is returned. An individual's final time report must not be processed until clearance is
15 obtained from the Logistics Section Chief. If a regular government employee or cooperator is to be held
16 liable for property loss, the Finance/Administration Section will submit the appropriate incident agency
17 *Property Loss or Damage Report Fire Suppression*, OF-289 to the incident agency for submission to
18 employee's or cooperator's home unit. A casual's deduction will be made on the *Incident Time Report*,
19 OF-288. A contractor's deductions will be made on the *Emergency Equipment Use Invoice*, OF-286 or
20 other established payment document.

21 All Other Property Records – All other property records, such as receipts and issues, must be forwarded
22 to the incident agency for necessary action.

23 **Recycling at Incident Base**

24 Federal Executive Order No. 12873 requires federal agencies to promote cost-effective waste reduction
25 and recycling of reusable materials for wastes generated by federal government activities. Public Law
26 103-329, (H.R. 4539), Sec. 608 authorizes all federal agencies to receive and use funds resulting from
27 the sale of materials recovered through recycling or waste prevention programs.

28 Recycling at incident base requires coordination with the incident agency. The incident agency provides
29 information on recycling procedures and requirements to the IMT at the Agency Administrator briefing.

30 The Logistics Section will manage incident recycling. Incident agency recycling guidelines should
31 provide details for collecting and storing of material, and arranging for pickup and disposition.

32 Initiating recycling could include the following steps:

- 33 • Determine if recycling is feasible – Coordinate with the incident agency and use established
34 agreements or contracts to the extent possible as well as contact the servicing cache for their
35 capability of supporting recycling.
- 36 • Identify what items can be recycled and how they will be disposed - If the incident agency does
37 not have a program in place, check to see if collection services are available locally. Items may
38 be separated for pick up by local charitable organizations. A disposition plan for recycling
39 materials should include collection points and disposition.
- 40 • Demobilization – The Logistics Section will coordinate with the incident agency to ensure all
41 recyclable material is disposed of properly.

1 **Exhibits**

2 [Exhibit 35 – Interagency Incident Waybill, OF-316](#)

3 [Exhibit 36 – Buying Team Incident Waybill](#)

4 [Exhibit 37 – Incident Replacement Requisition, OF-315](#)

5 [Exhibit 38 – Property Loss or Damage Report Fire Suppression, OF-289](#)

1 **Exhibit 35 – 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	
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.					
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)

1 The completion of this form:

- 2 1. Ensures that hazardous materials shipments are listed in the required format.
- 3 2. Documents the return of supplies from an incident.

4 The completion of this form is the responsibility of the “Shipped From” unit. This would be the Supply
5 Unit Leader (SPUL) at an incident, the Cache Manager (FCMG) or delegate at an incident support
6 cache.

7 Ship To: Enter the unit name and physical street address. Do not use a P.O. Box.

8 Ship From: Enter either the name of the incident base or the address from where the load is being
9 shipped.

10 Incident Name: Name of the incident.

11 Incident Number: Do not forget the state identifier.

12 Accounting/Management Code: Enter original numbers assigned, P numbers and Bureau of Land
13 Management (BLM) charge codes.

14 Contact/Phone: Name and telephone number in case of questions or a problem with shipment.

15 Carrier/Driver/Vehicle Number: Name and number of the vehicle and driver.

16 Pieces: Number of cartons/boxes/packages on the delivery.

17 ETD: Estimated time of departure from “Ship From” location.

18 ETA: Estimated time of arrival to “Ship To” location.

19 Hazardous Materials Declaration: Complete per 49 CFR. If you are not trained in the proper handling
20 of hazardous materials, obtain assistance from qualified individual.

21 Total Quantity: Total, gross or net, including unit of measurement.

22 Hazardous material must be entered as the first item or highlighted on this form. Hazardous materials
23 must be correctly labeled and placarded.

24 Emergency Response Phone Number: Obtain from local unit with incident responsibility. Must be a
25 24-hour, on-call response number.

26 Item Number: Incident use to identify a specific item.

27 NFES Number: National Fire Equipment System assigned number

28 QTY: Quantity

29 U/I: Unit of Issue

30 Item of Description: Name of the item.

31 Property Number: Entered if the item being returned has an assigned property number.

32 Medical waste must be transported to a licensed facility for proper disposal. Do not ship medical waste
33 to an incident cache. Recycling of plastics, cardboard, etc., is highly recommended and is the
34 responsibility of the incident. Exhibit 37 – Buying Team Incident Waybill.

1 **Exhibit 36 – Buying Team Incident Waybill**

2 <https://www.nwcg.gov/publications/902>

3 **Exhibit 37 – Incident Replacement Requisition, OF-315**

4 <https://www.gsa.gov/forms-library/incident-replacement-requisition>

5 **Exhibit 38 – *Property Loss or Damage Report Fire Suppression*, OF-289**

6 <https://www.gsa.gov/forms-library/property-loss-or-damage-report-fire-suppression>

Chapter 40 – Incident Business Management Coordination

Objective

This chapter establishes guidelines for coordination responsibilities between the incident agency and the 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.

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 NWCG Incident Business Committee web page found at: https://www.nwcg.gov/sites/default/files/ibc_field_reference_guide.pdf
- Names with office and cell phone numbers of incident agency contacts for each function (Compensation/Claims, Time, Procurement, Property, and Cost). These contacts should be prepared to meet with IMT members to discuss agency specific policies and procedures. Written policy and procedures should be made available to the IMT.
- Availability of, or need for, acquisition and fiscal support, e.g., buying team, administrative payment team, and the requirements of each.

- 1 • Written guidelines regarding final incident package requirements and performance standards.
2 Incident Finance Package (IFP) requirements should be provided to the IMT at the initial
3 briefing to establish the documentation process for the incident. IFP guidelines can be found in
4 the exhibits at the end of the chapter. These guidelines should be supplemented to meet the
5 specific needs of the incident agency.
- 6 • Incident management records policy and guidance can be found at
7 <https://www.nwcg.gov/committees/incident-planning-subcommittee>
 - 8 ○ Any other agency specific issues, requirements, or information such as:
 - 9 ○ Potential claim areas
 - 10 ○ Cooperative and/or mutual aid agreements and contacts
 - 11 ○ Cost share criteria
 - 12 ○ Payment procedures
 - 13 ○ Military operations
 - 14 ○ Use of National Guard
 - 15 ○ Service and Supply Plan (Chapter 20)
 - 16 ○ Property Management Guidelines (Chapter 30)
 - 17 ○ Geographic Area Supplement, e.g., equipment rates, AD exception positions
 - 18 ○ Recycling (Chapter 30)
 - 19 ○ Incident records documentation (reference [https://www.nwcg.gov/?q=committees/incident-](https://www.nwcg.gov/?q=committees/incident-records-subcommittee/resources)
20 [records-subcommittee/resources](https://www.nwcg.gov/?q=committees/incident-records-subcommittee/resources))
 - 21 ○ Local cache items available, e.g., fax machines, coolers, chairs, phones
 - 22 ○ Procedures and requirements for uploading the e-ISuite database to the National Data
23 Repository (<https://famit.nwcg.gov/applications/eisuite>)
 - 24 ○ Delegation of Administratively Determined (casual) hiring authority, if appropriate
- 25 • Release of incident management team. The Agency Administrator should consider the business
26 management requirements of the incident when determining the release of the IMT. The
27 Administrative Representative will coordinate a close-out session with the
28 Finance/Administration Section, at which time the IFP will be reviewed.

29 **Incident Management Team (IMT) Coordination**

30 The Finance/Administration Section Chief (FSC) facilitates initial and continued contact with the
31 incident agency Administrative Representative regarding agency requirements and expectations, IFP and
32 close-out requirements.

33 The IMT is responsible for adequate documentation of all actions taken in relation to business
34 management, resolving problems and issues as they occur, and providing the incident agency with an
35 IFP that will facilitate payments, processing of claims, and resolving outstanding problems. The IFP is a
36 separate and distinct package from the incident records maintained by the Planning Section. The
37 incident agency may require a close-out report be provided by functional area. This report usually
38 provides summarized information by function, e.g., cost saving measures identified and/or implemented
39 by the IMT for use by the incident agency after the IMT is released and the incident is completed.

1 Submission of the IFP in accordance with established guidelines is required prior to release of the IMT.
2 The IMT provides the Administrative Representative with a list of Finance/Administration and Logistics
3 Section members' home unit addresses and telephone numbers.
4 The Finance/Administration Section attends a close-out session scheduled by the Administrative
5 Representative to review the IFP. This meeting is in addition to the IMT close-out.
6 If the IMT is being released prior to the end of the incident, the incoming Finance/Administration
7 Section, the Administrative Representative, and the departing Finance/Administration Section
8 participate in a transition briefing. The outgoing IMT is responsible to ensure that all documentation,
9 including payment packages, decision documents, and contractor performance evaluations, are complete
10 prior to transfer of command per incident agency requirements.

11 **Buying Team Coordination**

12 Buying teams are ordered by the incident agency and report to the Agency Administrator or other
13 designated incident agency personnel. Buying teams work with the local administrative staff to support
14 the incident acquisition effort.
15 The geographic area determines the composition of buying teams used internally. Each geographic area
16 shall train and provide a minimum of one buying team for national dispatch. (Reference the National
17 Interagency Mobilization Guide.)
18 The Buying Team Leader coordinates with the incident agency, expanded dispatch and the IMT to
19 ensure goods and services are purchased in accordance with incident agency policy and maintains proper
20 documentation in accordance with the National Buying Team Guide, PMS 315 and incident agency
21 requirements. Buying teams maintain a log and report the purchase of accountable property to the
22 incident agency.
23 Buying teams should not be utilized as "de facto" payment teams. Incident agencies should order an
24 administrative payment team if the incident situation warrants.

25 **Administrative Payment Team (APT) Coordination**

26 APTs are ordered by the incident agency and report to the Agency Administrator or other designated
27 incident agency personnel. APTs work with the local administrative staff to expedite incident payments.
28 An APT should only be ordered when the length of the incident is of a long duration and/or the incident
29 agency does not have the resources to process payments within prompt payment timeframes.
30 The APT is authorized to make payment for supplies, materials, services, and equipment rental utilized
31 on an incident in accordance with APT guidelines and incident agency policy. The APT forwards the
32 original payment documentation to the National Park Service Accounting Operations Center (AOC) for
33 retention and provides the incident agency with copies of all documentation per incident agency
34 direction.
35 The APT communicates payment package, audit, and processing requirements to the FSC, buying team,
36 and incident agency administrative staff.

1 **Incident Information Technology Coordination**

2 Computer systems include desktop computers, laptop computers, thin client computers, and peripherals
3 used in either a network or stand-alone environment that supports an incident at the Incident Command
4 Post (ICP) and the remote sites managed by the ICP.

5 It is the responsibility of the Incident Technology Support Specialist (ITSS) or the person filling the
6 incident information technology role to adhere to agency policy regarding incident security standards.
7 Incident agencies may provide additional information technology (IT) direction in written form to IMTs
8 to further define security policies and standards in order to maintain IT security controls at the incident
9 site, meet operational requirements to support the incident, and protect the confidentiality, integrity and
10 availability of electronic data. In addition to incident security standards, individuals will adhere to their
11 home unit IT policies on equipment provided by their agency. Standard practices should include, but are
12 not limited to: prohibited password sharing, prohibiting unauthorized use of computer systems,
13 adhering to the proper use of the internet. All users of the incident computer system will be held
14 accountable for any unauthorized or inappropriate activity that occurs on a computer under their login
15 credentials.

16 Only authorized computer systems should be taken to an incident. Computer systems may be connected
17 to an incident agency in a controlled and negotiated manner. Once a computer system is released from
18 the incident, it should only be reconnected to the home unit corporate network after meeting home unit
19 agency security standard requirements. Leased or rented systems must have the hard drives completely
20 sanitized of all data using write-over technology before it is returned to the vendor. It is the
21 responsibility of the ITSS to determine what computers are added to the incident network.

22 When e-ISuite is used on an incident the IMT is required to upload the e-ISuite database to the National
23 Data Repository (reference instructions at <https://famit.nwcg.gov/applications/eisuite> and provide an
24 electronic version to the incident agency in the final incident package with the necessary passwords.
25 The incident agency maintains this copy as the official database. IMT members and incident personnel
26 will not take any database copies with them when leaving the incident. The Agency Administrator is
27 responsible to ensure the IMT has complied with this requirement prior to release of the team.

28 **Other Team Coordination**

29 During the course of the incident, the incident agency may utilize special teams, e.g., Burned Area
30 Emergency Response (BAER), Prevention, Cost Review, Cost Apportionment, Fire and Aviation Safety
31 Team (FAST), Investigation, etc. The Agency Administrator or their designee coordinates with the IMT
32 and support units to assist in meeting the objectives of the special teams. Reference appropriate
33 agency/interagency handbook for specific team responsibilities and expectations, e.g., BAER Handbook.

34 **Exhibits**

35 [Exhibit 39 – Time Unit Incident Finance Package Guidelines](#)

36 [Exhibit 40 – Commissary Incident Finance Package Guidelines](#)

37 [Exhibit 41 – Compensation/Claims Unit Incident Finance Package Guidelines](#)

38 [Exhibit 42 – Procurement Unit Incident Finance Package Guidelines](#)

39 [Exhibit 43 – Cost Unit Incident Finance Package Guidelines](#)

1 Exhibit 39 – Time Unit Incident Finance Package Guidelines

2 This list may be used by the incident agency to identify the Time Unit requirements for the IFP and may
3 be amended to meet agency specific requirements.

- 4 • Written narrative summarizing actions, and decisions of the Time Unit Leader including
5 documentation of outstanding items, unresolved issues, and problems. Provide
6 recommendations for resolution.
- 7 • Logs: Originals of all logs, e.g., excess hour log, operational period logs.
- 8 • Documentation of excess hours worked and mitigation measures approved by the Incident
9 Commander.
- 10 • AD payment transmittal documentation.
- 11 • *Incident Time Reports*, OF-288.
 - 12 1. Crews:
 - 13 ○ File copies are to be grouped by crew, alphabetized within the crew, and labeled with
14 crew name.
 - 15 ○ Copy of crew agreement if applicable.
 - 16 2. Single Resource:
 - 17 ○ Alphabetize file copies and label appropriately.
 - 18 ○ Ensure Single Resource Casual Hire Information is attached.
 - 19 ○ Ensure documentation supporting additions and deductions is attached.
- 20 Attach CTRs to OF-288s.

1 **Exhibit 40 – Commissary Incident Finance Package Guidelines**

2 This list may be used by the incident agency to identify the Commissary requirements for the IFP and
3 may be amended to meet agency specific requirements.

- 4 1. Written narrative documenting decisions and actions of commissary activities.
- 5 2. Written documentation on outstanding items, unresolved issues, and problems. Include
6 recommendations for resolution.
- 7 3. Agency-Provided Commissary:
- 8 a. File the original *Commissary Accountability Record*, OF-284; receipts for purchases, transfer
9 documents (waybill), and returns/credits; the original Commissary Issue Records, OF-287;
10 written inventory; and other pertinent documentation by date/operational period.
- 11 b. All discrepancies (plus or minus) must be documented in writing (notation in the remarks
12 column of the *Commissary Accountability Record*, OF-284, is sufficient).
- 13 c. Discrepancies, due to missing items, must be accounted for according to incident agency
14 procedures.
- 15 d. Deliver remaining commissary stock to the incident agency (obtain signature on final
16 *Commissary Accountability Record* in blocks 15-17 to document transfer).

1 Exhibit 41 – Compensation/Claims Unit Incident Finance Package Guidelines

2 This list may be used by the incident agency to identify the Compensation for Injury requirements for
3 the IFP and may be amended to meet agency specific requirements.

- 4 1. Written general narrative documenting actions and decisions of the Compensation/Claims Unit
5 Leader without including any Privacy Act protected information. Examples of information for
6 the narrative include: statistical information regarding number of claims filed, number of
7 medical authorizations issued, medical facilities utilized and outstanding cases.
- 8 2. Injury Compensation Documents.
 - 9 a. No injury/illness claim documentation shall be kept in the IFP.
 - 10 b. Remaining incident personnel hospitalized and follow-up needed.
 - 11 c. Submit original injury/illness log.
 - 12 d. APMC log, if APMC was utilized.

13 This list may be used by the incident agency to identify the Claims requirements for the IFP and may be
14 amended to meet agency specific requirements.

- 15 1. Written narrative documenting actions and decisions of the Claims Specialist or
16 Compensation/Claims Unit Leader.
- 17 2. Written documentation on all outstanding items, unresolved issues, problems, etc. Include
18 recommendations for resolution.
- 19 3. Claim Documents.
 - 20 a. Submit original Claims Log.
 - 21 b. Personal Property Loss/Damage Claims: Utilize the *Incident Claims Case File Envelope*.
22 Provide original documentation including written claim, supervisor statement, investigation
23 report, etc. Include incident recommendations as appropriate.
 - 24 c. Potential Claims: Utilize the *Incident Claims Case File Envelope*. Provide documentation
25 (pictures, statements, written reports, maps, etc.) on all potential claims.

Exhibit 42 – 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 evaluations

Original 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 43 – Cost Unit Incident Finance Package Guidelines

2 This list may be used by the incident agency to identify the Cost Unit requirements for the IFP and may
3 be amended to meet agency specific requirements.

- 4 1. Written narrative documenting actions and decisions of the Cost Unit Leader.
- 5 2. Written documentation on all outstanding items, unresolved issues, problems, etc. Include
6 recommendations for resolution.
- 7 3. Original cost reports showing daily cost estimate by major categories (personnel, equipment,
8 aircraft, etc.).
- 9 4. Original daily cost estimates with supporting documentation. Sort chronologically.
- 10 5. Originals of cost analysis and cost savings measures.
- 11 6. Copies of accrual reports submitted to the incident agency, if applicable.
- 12 7. Other documentation including computer-generated reports, graphs, and printouts.
- 13 8. Copies of cost share agreements.
- 14 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 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.

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.

- **Executive Agency or Departmental Level** – These agreements require statutory authority and are between or among executive agencies or departments; for example, United States Department of Agriculture, United States Department of the Interior, or the United States Department of Defense.

1 The interagency agreement between the United States Department of the Interior, Bureau of
2 Land Management (BLM), Bureau of Indian Affairs (BIA), National Park Service (NPS), Fish
3 and Wildlife Service (FWS), and the United States Department of Agriculture, Forest Service
4 (FS), provides the basis for cooperation between and among the agencies on all aspects of
5 wildland fire management and in all-hazards emergency response function activities as requested
6 and authorized under the Robert T. Stafford Disaster Relief & Emergency Assistance Act. The
7 interagency agreement facilitates the exchange of personnel, equipment (including aircraft),
8 supplies, services, and funds among the federal agencies. A copy of this agreement can be
9 found at <https://www.nifc.gov/nicc/logistics/references.htm>

- 10 • **Bureau Level** – These are agreements between or among principal sub-units of executive
11 agencies or departments, for example, BLM, FS, BIA, NPS, or FWS.
- 12 • **Area Level** – These are agreements between or among regions, areas, or other major
13 geographical subdivisions of federal bureaus.
- 14 • **Local Level** – These are agreements between or among forests, districts, parks,
15 reservations, refuges, etc.

16 **Agreements with Tribes**

17 Under P.L. 93-638, Indian Self-Determination and Education Act as amended, tribes are
18 authorized to assume (through a contract, compact, commercial agreement or cooperative
19 agreement) functions normally accomplished by the federal government.

20 The annual work plan, as applicable, in the contract, compact, or agreement may not address
21 interagency incident management; however, the tribe is to be treated on a government-to-
22 government basis, and federal support should not be withheld or billed. Before tribal employees
23 and/or equipment are used in support functions on other federal or state jurisdiction, an
24 agreement should be in place to reimburse the tribe. This may be in their contract or compact. A
25 Contract Officers Representative (COR) or a Federal Trust Officer should be available who can
26 assist the IMT in coordination with the tribe.

27 **Agreements Between Federal, State Fire Organizations and Local Governments**

28 It is common for the federal wildland fire agencies to have a cooperative agreement with their
29 respective state agency. The federal agency must have statutory authority to enter into the
30 agreement. These agreements and their corresponding operating plans outline the terms and
31 conditions for sharing resources and processing reimbursement.

32 In some states, city, county, and rural fire service organizations are considered state resources
33 and are subject to the conditions in the state/federal agreement. The payment to those resources
34 will be completed through the terms of the agreement with the state. In other instances, local fire
35 service organizations may have an agreement with their local federal agency and the terms of
36 that agreement will be followed for payment.

37 Equipment and operating personnel obtained from city, county or rural fire departments are
38 normally ordered and reimbursed in accordance with these existing cooperative agreements.
39 Provisions found in Chapter 10 apply to resources ordered through a Cooperative Agreement
40 unless otherwise expressly stated in the specific agreement.

1 Cooperators need to provide the Finance Section a copy of their applicable agreement/operating
2 plan payment guidelines. Finance Section personnel should read and understand the terms of
3 these documents to understand unique requirements and processes related to timekeeping for
4 personnel and equipment, and property loss and damage specifications.

5 **Agreements with Foreign Government Entities**

6 Foreign government agreements are completed at the national level and require specific
7 authority.

8 **Cost Share Agreements for Multi-Jurisdiction Incidents**

9 The authority, guidelines, and process for entering into a cost share agreement are outlined in the
10 agreement between the affected parties. The FSC should review the agreement, including
11 associated exhibits, and any related operating plans for direction applicable to the specific
12 cooperators (Chapter 80).

13 **State Fire Management Assistance**

14 **Authority**

15 Section 420 of the Stafford Act authorizes the President to provide financial support to States for
16 wildland fire management through the *Fire Management Assistance Grant* (FMAG program).
17 Under the FMAG program, FEMA provides assistance, including grants, equipment, supplies,
18 and personnel, to any state, tribal or local government specifically for the mitigation,
19 management, and control of any fire on publicly- or privately-owned forest land or grassland that
20 threatens such destruction as would constitute a major disaster.

21 **Process**

22 The state may submit a declaration request under the FMAG program to the FEMA Regional
23 Administrator while the fire is burning uncontrolled and threatening such destruction as would
24 constitute a major disaster. A state's declaration request is evaluated by FEMA in consultation
25 with a "Principal Advisor" from FS or BLM on the threat posed by a fire or fire complex based
26 on the threat to lives and improved property, including critical facilities/infrastructure and critical
27 watersheds. The Principal Advisor reviews and confirms elements of the request. FEMA does
28 not reimburse FS or BLM for the services of a Principal Advisor.

29 Following FEMA's approval of the declaration request, the state may request funding assistance
30 for eligible activities that include fire management assistance and associated emergency work.
31 Eligible costs may include expenses for camps; equipment use, repair and replacement; tools,
32 materials and supplies; and mobilization and demobilization activities. Pre-positioning resources
33 may also be an eligible activity. The state reimburses assisting agencies at 100% and, through
34 the issuance of a FMAG, FEMA reimburses the state 75% of these costs. The amount of the
35 FMAG is not determined until all of the costs of the declared fire are calculated and submitted to
36 FEMA.

37 In cases where a state has requested a FMAG declaration from FEMA, incident management
38 personnel may be asked to help state personnel or the Principal Advisor obtain information to
39 support the state's request.

1 Should an incident be declared a FMAG fire, the state and the IMT work together to ensure
2 existing agreements and cost accounting procedures are adequate to provide a clear, supportable
3 record of the state's share of incident costs. In most cases, the costs need to be identified by
4 operational period.

5 FEMA Fire Management Assistance will be provided only for the eligible incident period
6 identified as meeting the criteria of a threat under the definitions of the Act and the FMAG
7 program. Based upon information provided during or after the incident, FEMA determines the
8 eligible incident period. The beginning of the incident period may vary but it generally ends
9 once the fire is controlled or the imminent threat of a major disaster no longer exists.

10 Detailed fiscal records are essential to identify and substantiate the state expenditures that are
11 eligible for reimbursement under the FMAG program.

12 IMTs should consider the following:

- 13 • If a state agency is the protecting or responsible agency for lands involved or threatened
14 by the fire, ask the state officials whether a request for FEMA fire management
15 assistance has been made or is contemplated.
- 16 • If the answer is “yes”, the Incident Commander and the FSC should meet with the state
17 officials to establish the cost accounting requirements and documentation required to
18 meet the needs of the state under the FMAG program.
- 19 • Request copies of all cooperative fire agreements, including associated exhibits and
20 operating plans, between the state and their local and federal cooperators, as well as any
21 cost share agreements.
- 22 • Make sure all pay documents include the specific incident order and request number(s).
23 FEMA will look for this cross reference when auditing the incident records for
24 reimbursements.

25 **Military Involvement**

26 **Authority**

27 The interagency agreement between United States Department of Defense (DoD) and United
28 States Departments of Agriculture and Interior is published at
29 <https://www.nifc.gov/nicc/logistics/references.htm>. The information contained in the agreement
30 and *Military Use Handbook* provides responsibilities, policies, and operational procedures
31 regarding the military's support to the wildland fire management agencies, which includes
32 request and use of their qualified civilian employees.

33 **Responsibility**

34 The protocols for activating the military in support of fire emergencies occurring within the
35 continental United States are provided in the *Military Use Handbook*. The direction contained in
36 Chapter 10 and Chapter 20 provides the necessary information on the deployment and
37 operational use of military resources. Chapter 100 provides incident business management
38 guidelines and procedures.

1 The *Military Use Handbook* provides detailed information regarding agency personnel support
2 staff interface with the military organization.

3 **Modular Airborne Fire Fighting System (MAFFS)**

4 The protocols for activating and utilizing the Modular Airborne Fire Fighting System (MAFFS)
5 for airtanker support during an emergency are outlined in the *National Interagency Mobilization*
6 *Guide*, Chapter 50 Aircraft.

7 **Military Costs and Billings**

8 Obtain reimbursable military costs from the onsite military Officer-in-Charge and include in the
9 Remarks block on the *Incident Status Summary*, ICS-209. The DoD will be reimbursed for all
10 their costs associated with incident support. Reference the appropriate agreement and the
11 *Military Use Handbook* for reimbursement criteria.

1 **Chapter 60 – Accident Investigation and Reporting**

2 This chapter has been removed from the *NWCG Standards for Interagency Incident Business*
3 *Management*. For accident investigation and reporting requirements, please coordinate with the incident
4 Safety Officer and reference agency specific policy. For federal agencies see the *Interagency Standards*
5 *for Fire and Fire Aviation Operations* (Red Book).

6 For injury reporting requirements, reference Chapter 10.

7 For the *Motor Vehicle Accident Report*, SF-91 and the *Statement of Witness*, SF-94 reference Chapter
8 70.

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 casuals 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 damage cannot be due to the sole protection of private property. If either of these two conditions exists, the claim cannot be allowed under this Act and must be considered under the Federal Tort Claims Act. Only appropriately designated officials have authority to settle claims under this Act.

Military Personnel and Civilian Employees Claims Act (31 USC 3721.) – Federal regular government employees, volunteers, and casuals may file claims for loss of or damage to personal property, provided possession of the property was reasonable, useful, and proper under the circumstances, and the loss or damage occurred incident to the individuals service. Normally, human resource program enrollees, contractors or employees of contractors, employees of cooperators, state employees or inmates assigned to incidents are not covered under this Act. Interagency agreements should provide that each agency process claims of its own personnel. Only specific individuals have the authority to settle claims under this Act.

1 State Authorities – State procedures regarding claims resolution vary. Contact appropriate state
2 representative for specific guidance and documentation requirements.

3 **Responsibilities**

4 Agency Administrator responsibilities:

- 5 • Ensure procedures outlined in this publication are implemented and followed.
- 6 • Provide an incident agency claims contact for the Compensation/Claims Unit Leader.
- 7 • Provide incident agency guidelines and/or procedures for investigating and processing claims.
- 8 • Notify the incident agency's legal counsel or other officials as appropriate.
- 9 • Submit claims from incident personnel based on agency procedures.

10 Incident Commander responsibilities:

- 11 • Manage the overall claims program on the incident.
- 12 • Ensure claims are investigated and documented.
- 13 • Initiate an investigation by an independent investigation team, as necessary.

14 Finance/Administration Section Chief responsibilities:

- 15 • Initiate an investigation of each claim.
- 16 • Provide recommendations for each claim (approve or deny), along with a statement explaining
17 the basis for the recommendation to the incident agency.
- 18 • Coordinate with the Safety Officer, other section chiefs, and other incident personnel to ensure
19 all required forms, information, and documentation are obtained.

20 Compensation/Claims Unit Leader or Claims Specialist responsibilities:

- 21 • Establish and ensure a system for investigating, documenting, and processing claims is
22 implemented.
- 23 • Coordinate with incident personnel who may have information pertinent to a claim, e.g., the
24 Ground Support Unit Leader for motor vehicle claims, law enforcement/security personnel for
25 stolen property claims.
- 26 • Advise potential claimants of the claims process, upon request.

27 Incident personnel responsibilities:

- 28 • Report to their supervisor any accident, incident, or property damage, which has resulted, or may
29 result, in a claim against or for the government.

30 Supervisor responsibilities:

- 31 • Report the accident or incident to both the Safety Officer and the Finance/Administration Section
32 Chief.

33 Safety Officer responsibilities:

- 34 • Coordinate investigations.

1 Contracting Officer responsibilities:

- 2 • Settle contract claims within their authority and in conjunction with incident agency policy.

3 Claimant responsibilities:

- 4 • Comply with established incident agency and home unit policies and procedures in filing claims.

5 **Claims Investigations**

6 All accidents, incidents or property damage which may result in a claim for or against the government
7 must be promptly investigated and clearly reported by a trained investigator or other qualified personnel.
8 Ideally, the investigation is completed by law enforcement personnel in coordination with the Safety
9 Officer. Serious accidents, e.g., fatality or hospitalization of three or more personnel, substantial
10 property damage, or serious personal injury will normally be investigated by an independent
11 investigation team.

12 Investigations should be made while witnesses are available, before damages have been repaired, and
13 prior to presentation of claims.

14 If a motor vehicle accident occurs on public roads it will be investigated by the appropriate law
15 enforcement agencies and in accordance with jurisdictional agency policy. *The Motor Vehicle Accident*
16 *Report*, SF-91, and the *Statement of Witness*, SF-94, (Exhibits 45 and 46) may be used to document
17 motor vehicle accidents.

18 The incident agency should not commission special Claims Damage Assessment Teams, except in
19 unusual circumstances.

20 **Claims Filing**

21 A claim shall be deemed to have been presented when an incident agency, home unit, or other
22 designated office receives written notification, accompanied by a claim for money damages in sum
23 certain (for a specific amount) from a claimant, or his/her duly authorized agent or legal representative.
24 Claims may be presented on a *Claim for Damage, Injury, or Death*, SF-95, for tort claims, agency-
25 specific form for employee claims, or in other written form such as a letter (Exhibit 47).

26 **Contract Claims**

27 Contract claims (e.g., claims involving the rental of equipment or vehicles) are covered under the
28 Contract Disputes Act of 1978 (reference Chapter 20 Contract Claims).

29 The incident contracting officer can adjudicate contract claims within their warrant authority and limits
30 set by the incident agency. For incident adjudicated claims, the vendor is normally compensated
31 through the *Emergency Equipment Use Invoice*, OF-286, payment process.

32 **Tort Claims**

33 The *Claim for Damage, Injury, or Death* form, SF-95 (Exhibit 47) or other written document, should be
34 provided when requested, when a person states a desire to file a claim, or when a person expresses the
35 opinion that some compensation should be made. The SF-95 should not be volunteered as a routine
36 matter of business.

1 It is the responsibility of private property owners to document and substantiate any claims filed for
2 damage to or loss of personal property. Claimants must determine and initiate their claims without the
3 aid of government employees. They must rely on their own knowledge and records, and assume the
4 burden for proving the government negligent and for documenting their losses.

5 **Claim Documentation Requirements**

6 The claimant must submit the claim through an executed SF-95 (instructions are on the reverse of the
7 form) or other written and signed document. The claimant must provide:

- 8 • Claimant's complete name and address.
- 9 • A statement describing what action or omission of the government caused the damage, loss, or
10 injury (This is the basis for the claim).
- 11 • The sum certain (specific amount) claimed.

12 The claimant should provide the following to support the written claim:

- 13 • Proof of ownership for damaged property. Examples of documentation may include a copy of a
14 vehicle title, registration, deed, or tax documents.
- 15 • Documentation of the amount claimed. Depending on the item(s) claimed, this may include:
 - 16 ○ Two itemized repair estimates or one paid receipt.
 - 17 ○ Medical bills.
 - 18 ○ Physician's statements.
 - 19 ○ If loss of income is claimed, evidence of earnings and time lost from work.
 - 20 ○ If repair is not economical or possible, two estimates of replacement costs, age of
21 damaged/destroyed property (month and year property was obtained), and salvage value, if
22 any.
- 23 • Documentation of the insurance coverage of the property.
- 24 • Witness statement(s) to support the claim.
- 25 • The claim form must be signed by the claimant, the claimant's legal representative or authorized
26 agent. If signed by other than the claimant, documentation must be provided of the signatory's
27 authority to act in the claimant's behalf. Claims for jointly owned property must be signed by all
28 legal owners.
- 29 • A claim can be submitted to the incident or to the incident agency. It does not have to be filed at
30 the incident.
- 31 • A tort claim must be filed within two years of the date of the incident that gave rise to the claim.

32 **Incident Procedures – Tort Claims**

33 Incident personnel, upon receipt/notification of a tort claim:

- 34 • Will record the date the claim was received and initial or sign in the margin of the claim form.
35 This is the only information to be entered on the claim by incident personnel. Incident personnel
36 may not complete any information for the claimant.

- 1 • Will immediately inform the Finance/Administration Section (e.g., Compensation/Claims Unit
2 Leader) of the claim.
- 3 • Shall neither place themselves in a position of advising claimants on claims or encouraging or
4 discouraging the filing of claims. Title 18 of the United States Code, Section 205, specifically
5 prohibits government officials from assisting a property owner in the filing and substantiation of
6 a claim.

7 Incident personnel may not:

- 8 • Comment on the merits of a claim
- 9 • Comment on the liability of the incident agency or the private party
- 10 • Advise a claimant to, or not to, seek legal counsel
- 11 • Refuse to accept a claim
- 12 • Advise anyone to file a claim

13 The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on
14 the incident Claims Log (Exhibit 50). The Compensation/Claims Unit will include all available incident
15 information pertaining to the claim in the claims package, e.g., investigation reports, photographs,
16 witness statements.

17 Tort claim documentation can be filed in the *Incident Claims Case File Envelope*, OF-314 (Exhibit 51).
18 An additional copy will be retained in the Incident Finance Package (Exhibit 42). Distribute claims
19 documents in accordance with incident agency procedures.

20 **Non-Tort Claims**

21 Non-tort claims are covered under the Non-Tort Act. Procedures for filing and processing non-tort
22 claims are the same as for tort claims. Incident agency policies should provide direction relative to the
23 payment for immediate repairs to damaged private land outside of the Non-Tort Act, e.g., repairing a
24 wire fence around a water development.

25 **Employee Claims**

26 Employee claims from regular federal government employees and federal casuals are covered under the
27 Military Personnel and Civilian Employees Claims Act. Claims from state and local government
28 employees are covered under applicable state regulations.

29 Agencies process claims from their personnel according to agency specific procedures. Agencies may
30 have specific documentation, processing procedures and/or reimbursement limitations.

31 The incident shall not approve reimbursement or replacement of personal property. If it is necessary to
32 provide personal property to a regular government employee or casual in order for the individual to
33 perform their duties, e.g., personal gear lost in a burnover, the personal property must be provided
34 through the commissary process and a payroll deduction (Chapter 10, Commissary). The individual
35 must file a claim in accordance with home unit procedures to document the loss and request
36 reimbursement.

1 **Information to Be Provided by the Claimant**

2 Employee claims should be filed on the *Employee Claim for Loss or Damage to Personal Property*,
3 AD- 382 for USDA personnel, DI-570 for USDI personnel (Exhibits 48 and 49), and appropriate state
4 form for state personnel. Most states accept federal forms to initially report the claim.

5 The claim should include:

- 6 • Claimant's name and home address
- 7 • Claimant's home unit address
- 8 • List of specific items claimed
- 9 • Specific amount claimed for each item and total amount claimed
- 10 • Date (month/year) item was originally acquired
- 11 • Purchase price or value when acquired
- 12 • Current repair or replacement cost
- 13 • Statement as to whether lost property was insured, whether claimant filed a claim with insurer,
14 the disposition of the claim, or whether claimant will file a claim with insurer.

15 The claimant must provide documentation to support the written claim. This may include:

- 16 • Original purchase receipts
- 17 • Receipt for repair or replacement
- 18 • Two repair estimates if the item has not been repaired
- 19 • Copies of catalog descriptions or advertisements of the same or like item(s)
- 20 • Written statements to support the claim. Claimant's statement should address whether the
21 possession of property was necessary to the performance of duty. Include statements from
22 individuals with knowledge of the loss or damage, or at a minimum, a statement from someone
23 who can verify the claimant's possession of the property.
- 24 • Incident supervisor statement
- 25 • Photos
- 26 • Copy of investigation report, if applicable

27 Claims need not be completed at the incident. Claimants will file the claim at their home unit following
28 agency guidelines. Claimants are responsible for obtaining witness and supervisor statements prior to
29 leaving the incident.

30 **Incident Procedures – Employee Claims**

31 Incident personnel will, upon receipt/notification of an employee claim:

- 32 • Record the date the claim was received and initial or sign in the margin of the claim form. This
33 is the only information to be entered by incident personnel. Incident personnel may not complete
34 any information for the claimant.
- 35 • Immediately inform the Finance/Administration Section, e.g., Compensation/Claims Unit Leader
36 of the claim.

1 The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on
2 the incident Claims Log (Exhibit 50).

3 The Compensation/Claims Unit will contact the claimant's incident supervisor and request a statement.
4 The statement should include the supervisor's name, incident assignment, agency and home unit address
5 and telephone number(s), and signature.

6 The statement should address:

- 7 • Description of the circumstances or event that resulted in the claim.
- 8 • Whether the property claimed was reasonable, useful, or proper under the circumstances.
- 9 • Any objections to the allowance of the claim.
- 10 • Any information relative to the validity of the claim.

11 The Compensation/Claims Unit will include any incident information pertaining to the claim, e.g.,
12 investigation reports, photographs, witness statements in the claims package.

13 Employee claim documentation can be filed in the *Incident Claims Case File Envelope*, OF-314 (Exhibit
14 51). A copy of all claim documentation will be attached to the claimant's *Incident Time Report*, OF-288.
15 An additional copy will be retained in the Incident Finance Package (Exhibit 42). Distribution of claims
16 documents will be in accordance with incident agency procedures.

17 **Government Claims**

18 A claim for the government, e.g., a private vehicle damaging a government vehicle, must include
19 documentation to support the claim. Processing should be done in accordance with incident agency
20 procedures and policy. Law enforcement personnel should immediately be notified of incidents that
21 may result in a claim for the government.

22 **Government Property Damage**

23 Reference Chapter 30, Property Management, for loss/damage documentation, replacement or repair
24 procedures.

25 **Claims Processing**

26 The incident management team will submit all original claims documentation to the incident agency.
27 The incident agency will review for accuracy and completeness and will forward to the appropriate
28 adjudicating official. This includes forwarding employee claims to the employee's home unit, if
29 different than incident agency. Agencies may have specific documentation, processing procedures
30 and/or reimbursement limitations.

1 **Exhibits**

- 2 [Exhibit 44 – Motor Vehicle Accident Report, SF-91](#)
3 [Exhibit 45 – Statement of Witness, SF-94](#)
4 [Exhibit 46 – Claim for Damage, Injury, or Death, SF-95](#)
5 [Exhibit 47 – Employee Claim for Loss or Damage to Personal Property, AD-382](#)
6 [Exhibit 48 – Employee Claim for Loss or Damage to Personal Property, DI-570](#)
7 [Exhibit 49 – Incident Claims Log](#)
8 [Exhibit 50 – Incident Claims Case File Envelope, OF-314](#)

9 **Exhibit 44 – Motor Vehicle Accident Report, SF-91**

10 <https://www.gsa.gov/forms-library/motor-vehicle-accident-report>

11 Sections I through IX are filled out by the vehicle operator. Section X, items 72 thru 82c are filled out
12 by the operator's supervisor. Section XI thru XII are filled out by an accident investigator for bodily
13 injury, fatality, and/or damage exceeding \$500.

14 **Exhibit 45 – *Statement of Witness*, SF-94**

15 <https://www.gsa.gov/forms-library/statement-witness>

16 **Exhibit 46 – Claim for Damage, Injury or Death, SF-95**

17 <https://www.gsa.gov/forms-library/claim-damage-injury-or-death>

1 **Exhibit 47 – U.S. Department of Agriculture Employee Claim for Loss or Damage to Personal**
 2 **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; 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 Revised Statutes Sec. 3490; 31 U.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 <input checked="" type="checkbox"/>	DAMAGE <input type="checkbox"/>	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		<i>John Smith</i>		

FORM AD-382 (10-85)

1 **Exhibit 48 – U.S. Department of the Interior Employee Claim for Loss or Damage to Personal**
 2 **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>
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Form DI-570 (July 1965)

1 Exhibit 49 – Incident Claims Log

INCIDENT CLAIMS LOG

Incident Name		Incident Number	Claims Specialist Name	Home Unit Address	Home Unit Phone
Mink Creek		NV-TDF-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 - \$6,500	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

1 Exhibit 50 – 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>
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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)

Nyxax, 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>pt</i>
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7540-01-475-4908-50314-101

INCIDENT CLAIMS CASE FILE ENVELOPE

Optional For 314 (Rev. 4-2000)

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 (WFDSS).
- 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.

Finance/Administration Section Chief responsibilities:

- Ensure cost data is submitted to incident agency and included in accrual reports, as required.
- Provide resource cost information to the IMT that can be utilized to manage resources, implement cost management measures, and develop costs for strategic alternatives.
- Ensure costs are tracked and documented per cost share agreements.
- Provide cost projections as appropriate.

1 Cost Unit Leader responsibilities:

- 2 • Develop incident component cost estimates in the absence of a geographic area supplement.
- 3 • Coordinate with incident cost centers to gather on and off-site cost information.
- 4 • Develop current and projected incident costs.
- 5 • Furnish updated cost data on a daily basis to the Planning Section for inclusion in the *Incident*
- 6 *Status Summary*, ICS 209.
- 7 • Analyze incident resource cost information, including the evaluation and tracking of inefficient
- 8 and uneconomical operations and communicating information to the IMT through the
- 9 Finance/Administration Section Chief.
- 10 • Provide information to the IMT, incident agency and the agency responsible for payment, as
- 11 requested, e.g., management information reports, accrual reports.
- 12 • Prepare and validate cost share information.

13 Incident Management Team responsibilities:

- 14 • Provide cost information on a daily basis to the Cost Unit Leader in the manner and within the
- 15 time frame requested.
- 16 • Identify areas of incident management activities where cost management measures can be
- 17 improved and for providing input to the IC.

18 **Incident Costs**

19 Incident costs are estimated for a number of categories and by a variety of methods. The incident

20 agency determines the level of cost detail required.

21 **Cost Categories**

22 There are four primary incident cost categories. These may be further sub-categorized depending on

23 incident complexity or incident agency requirements.

- 24 • Personnel costs include crews, overhead and other personnel assigned to the incident.
- 25 • Equipment costs include agency equipment as well as equipment under *Emergency Equipment*
- 26 *Rental Agreements* (EERA), *Incident Blanket Purchase Agreements* (IBPA), contracts, and
- 27 cooperative agreements.
- 28 • Aircraft costs include fixed-wing, rotor-wing, and retardant.
- 29 • Support Costs.
- 30 ○ On-site support costs include catering unit, shower unit, mobile laundry, land use agreements
- 31 and cache supplies, etc.
- 32 ○ Off-site support costs include expanded dispatch, buying teams, Administrative Payment
- 33 Teams, cache personnel, Area Command, transportation to/from incident, etc.

1 Below are examples of on-site costs and where incident-related costs could be 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

2 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

3 **Standard Cost Components**

4 Standard cost components included in the e-ISuite database are utilized by most agencies. These
5 standard cost components may be supplemented by the geographic areas or agencies. Cost components
6 are measured on a daily, hourly, mileage or other dollar value (per unit) basis. Refer to Standard Cost
7 Components located at <https://www.nwcg.gov/committees/incident-business-committee/resources>

8 **Actual Costs**

9 Actual costs may be used when available.

10 **Estimated Costs**

11 Estimated costs may be developed at the incident by averaging the cost of like resources. This may be
12 done within any of the four cost categories.

13 **Composite Costs**

14 Composite costing combines methods and categories and is the most efficient, accurate method to
15 determine incident costs.

1 **Cost Methods**

2 **Initial Estimation**

3 Initial estimation is generally used during the early stages of the incident to provide a preliminary
4 estimate for reporting purposes. The initial estimate is usually calculated on a per unit basis, e.g.,
5 number of acres, number of personnel, and number of days. The Cost Unit Leader should revise the total
6 incident cost as more accurate data becomes available.

7 **Resource Cost Method**

8 The resource cost method multiplies the number of resources by the unit cost (standard component,
9 actual or estimated) to calculate the cost of that resource per day. This method should be used to
10 estimate costs for incidents that go beyond initial attack.

11 **Tracking and Reporting Methods**

12 The following contains information on developing and reporting incident costs. Regardless of the
13 method used, cost information should be provided to the IMT and incident agency in a clear, concise
14 format, such as: summary sheets that list daily costs by category; graphical displays (such as bar or pie
15 charts); and/or detail sheets showing the individual resource costs.

16 **Automated Cost Accounting**

17 The Cost module of e-ISuite is designed to allow users to track individual resources in a database
18 format. The system creates a daily line entry for each resource. System users can then analyze,
19 manipulate, and create outputs of this information in a variety of report formats. Refer to the e-ISuite
20 User's Guide at <https://famit.nwcg.gov/applications/eisuite> for instruction on utilizing the Cost module.

21 **Spreadsheets**

22 There are a variety of automated spreadsheet packages available, generally used to replicate manual
23 accounting and track costs in major categories, e.g., 20 engines, 15 handcrews. Spreadsheets may be
24 available from the geographic area supplement or incident agency.

25 **Manual Accounting**

26 This involves using standard costs and quantities of resources. These resources can then be tracked on a
27 daily basis in a format as displayed in Exhibit 52. Refer to Standard Cost Component at
28 <https://www.nwcg.gov/committees/incident-business-committee/resources>.

29 **Incident Status Summary, ICS 209**

30 The Planning Section reports the incident status to the incident agency per operational period, using the
31 *Incident Status Summary*, ICS 209. The Finance/Administration Section provides an estimate of costs to
32 date, and an estimate of total anticipated costs for these reports to the Planning Section.

33 **Agency Accrual Reports**

34 Incident agencies may have specific incident cost reporting and/or accrual requirements. The
35 Administrative Representative establishes the reporting requirements and communicates them to the
36 IMT.

1 **Cost Analysis**

2 Incident cost documentation and analysis are important management tools. It is the responsibility of all
3 incident personnel to have knowledge of and be able to perform their job in the most cost efficient
4 manner possible. All command and general staff IMT members should continually evaluate their
5 section's operations to identify and implement cost savings.

6 Exhibit 53 provides some guidelines for the IMT to use to implement cost management measures on an
7 incident. The exhibit includes recommendations on cost assessment procedures, identifies problem cost
8 areas and identifies factors that are generally not cost-effective.

9 **Cost Projection**

10 Cost projections are developed for both strategic and obligation purposes. These projections can be for
11 a single strategic alternative or multiple alternatives, and should take into account current resources,
12 alternative strategies, and standard costs.

13 Single alternative projections are done by identifying all current resources, applying a projected strategy
14 to reduce the number of resources over the following days, e.g., 5 crews demobilized on day 5, 10 crews
15 demobilized the next day, and applying the standard cost for all resources.

16 Cost projections are most often done to: estimate costs for the Wildland Fire Decision Support System
17 (WFDSS); to project costs through the estimated incident duration; and meet incident agency accrual
18 requirements.

19 **Cost Share Agreements**

20 The information presented in this section is intended to supplement established agency master
21 agreements. The terms of master agreements take precedence over this publication.

22 A cost share agreement is supplemental to an existing cooperative fire management agreement and
23 documents the financial responsibility for incident resource costs. It may also identify requirements of
24 other party payments. A cost share agreement should be prepared for multi-jurisdiction incidents where
25 a decision has been made to share resource costs (Exhibit 54). Master agreements between agencies
26 should address the need for incident-specific agreements and identify agency specific requirements,
27 including format and required signatures. Jurisdictional agency representatives sign the cost share
28 agreement.

29 A cost share agreement may be established for on-site costs as well as off-site costs (expanded dispatch,
30 mobilization centers, etc.). More than one agreement may be necessary to document cost share
31 responsibility (incident and support costs).

32 Incident complexity changes frequently and may affect the terms of the cost share agreement.
33 Therefore, the agreement may be amended as necessary. Each Agency Administrator and the Incident
34 Commander(s) should receive a copy of the final agreement.

- 35 • Cost share agreements should identify the following:
- 36 • Costs to be shared.
- 37 • Costs to be borne by each agency (not shared).
- 38 • Method by which costs will be shared.
- 39 • Cost share period.

1 Cost share agreements must easily be understood and correspond to agency cost accounting/tracking
2 methods in order to facilitate the billing process.

3 **Cost Shared Items**

4 The following is a list of costs typically shared in multi-jurisdiction incidents. This list is not all-
5 inclusive. Costs associated with, and incurred by, incident generated resource orders are typically
6 shared.

- 7 • Aircraft Costs – Aircraft (fixed and rotor wing) and associated retardant costs.
- 8 • Equipment Costs – Emergency equipment used to support the incident.
- 9 • Incident Cache Costs – Cache costs may include refurbishment, replacement, resupply, and labor
10 costs.
- 11 • Incident Rehabilitation Costs – Rehabilitation activities of assigned incident personnel to
12 mitigate further damage to improvements and land occurring from direct suppression activity can
13 be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.
- 14 • Initial Attack Resource Costs – Initial attack resource costs are included in determining the cost
15 share percentages and in deriving actual incident costs. In a cost-share incident, agreement
16 provisions for initial attack assistance at no cost may not apply.
- 17 • Off-Site Support Costs – Costs include expanded dispatch, buying teams, Administrative
18 Payment Teams, cache personnel, area command, transportation to/from incident, etc.

19 Mobilization and demobilization centers usually serve multiple incidents and are not ordered by a
20 specific incident. The incident cost share agreement usually will not address cost sharing of these sites.
21 Incident agencies may establish separate cost share agreements for these items.

- 22 • On-Site Support Costs – Costs incurred for services supplied within the incident, e.g., shower
23 units, catering units, mobile laundry, land use agreements, cache supplies and materials.
- 24 • Personnel Costs – Costs of assigned incident personnel including the IMT, crews, casuals, etc.
- 25 • Transportation Costs – Costs associated with movement of resources to and from an incident.

26 **Non-Cost Shared Items**

27 The following items are typically not cost shared:

- 28 • Accountable Property – Accountable and/or sensitive property, as defined by each agency, that is
29 purchased by the agency and becomes property of the agency.
- 30 • Administrative Overhead Costs – Costs of agency personnel, support, and services not directly
31 assigned or ordered by an incident. These include normal operating expenses such as basic
32 utility costs, buildings and facilities rent, administrative support, and personnel. These costs are
33 usually agency specific, unless addressed in master or cost share agreements.
- 34 • Administrative Surcharge – A pre-established percentage applied by an agency to the settlement
35 billing on the net amount owed per master agreement.
- 36 • Claims Costs – Responsibility for claims or extraordinary settlement costs should be addressed
37 through a separate agreement between agencies.

- 1 • Move Up and Cover Costs – Includes additional costs over and above base salary of
2 “backfilling” agency personnel to meet agency specific staffing requirements.
- 3 • Post Incident Rehabilitation Costs – Costs incurred to rehabilitate burned lands, such as seeding,
4 check dam construction, and archaeological mitigation.
- 5 • Waste, Fraud, and Abuse Costs – Costs resulting from waste, fraud, or abuse.

6 **Final Cost Determination**

7 Costs can be determined by using incident generated data, which will include actual and estimated
8 expenditures or may be finalized using agency financial records.

9 **Transfer of Responsibility Procedures**

10 During IMT transitions, the departing team must brief their counterparts on all cost sharing agreements
11 and documentation to date. If there is a change in the Agency Administrators or representatives, they
12 must have clear understanding of all the decisions and agreements used to develop the final cost-share
13 percentages and conditions of the final agreement.

14 **Cost Share Methods**

15 Following are four methods of cost share for multi-jurisdictional incidents. All methods require a signed
16 agreement. The agreements shown in Exhibits 54 and 55, demonstrate the cost apportionment process.

17 **Initial Attack Agreement**

18 During initial attack, resources are dispatched per preseason agreements or an established operating
19 plan, to a multi-jurisdictional fire.

20 If the incident is controlled with initial attack resources, Agency Administrators may agree to cost share
21 some or all resource costs, e.g., dozers or crews working on both areas of responsibility, regardless of
22 which agency dispatched the resources.

23 **You Order You Pay (YOYP)**

24 Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they
25 are used on the incident. YOYP procedures are as follows:

- 26 • A unified ordering point is required and agencies agree on who will order which resources.
- 27 • On-site support costs may be split by the percentage of agency requested resources.
- 28 • Off-site support costs are paid for by the ordering unit.

29 **Acres Burned**

30 Costs are shared based on the acreage percentage of the fire within an agency’s protection area. This
31 method is used when agencies’ responsibilities, objectives, and suppression costs are similar.

1 **Cost Apportionment**

2 The cost apportionment process is a more complex system for identifying agency cost share where
3 incident agencies agree to share costs.

- 4 • The apportionment method is used to share final incident costs based upon the usage of resources
5 per operational period.
- 6 • Costs are documented and approved by the IC(s) or other designated incident agency personnel
7 on a daily basis.
- 8 • Direct costs, e.g., helicopters, crews, airtankers, retardant, are shared based upon assignment in
9 the Incident Action Plan or actual use. Support costs, e.g., overhead team, caterer, are shared
10 proportionally to the direct costs. Agency specific costs are not shared.

11 Some geographic areas utilize Cost Apportionment Teams (CAT) to assist incident agencies in tracking
12 and documenting incident costs. The CAT should be located at or in close proximity to the incident.
13 The CAT Leader meets with the IC and other IMT members to discuss the apportionment process and
14 documentation requirements. The IC reviews and validates by signature, the daily apportionment
15 records.

16 The CAT may be assigned to the incident and report to the Cost Unit Leader or directly to the FSC, or
17 be assigned to the incident agency and report to the Administrative Representative.

18 **Complexes / Merges / Splits (CMS)**

19 The growth of wildland fire emergency expenditures has affected the operating budgets of wildland fire
20 management agencies, and has led to increased scrutiny by Congress, the Office of Management and
21 Budget, and state and local government oversight agencies. As expenditures have grown over time, so
22 has the requirement for fiscal efficiency and accountability. As a result, requirements for increased
23 accountability for individual incident expenditures and measures for assessing performance have been
24 developed. In some cases, multiple incidents within close physical proximity are managed as a single
25 incident. When this occurs, it is not uncommon for incidents to be merged, added to a complex, or split
26 from a complex. This makes maintaining the data and fiscal integrity of an individual incident
27 challenging. The guidelines for data management and monitoring of expenditures for CMS are as
28 follows:

- 29 1. Maintain the data and financial integrity of individual incidents:
 - 30 a. When complexing incidents, maintain individual FireCodes and ROSS incidents for each
31 incident within the complex.
 - 32 b. If a new code for a complex is created in FireCode, associate the individual incident codes to
33 the complex code. Note: Complex codes are typically used only for mobilization of
34 resources until they are assigned to a specific incident in the complex.
 - 35 c. If fires burn together, associate the fires in FireCode and utilize the “merge” function in
36 ROSS and e-ISuite. Note: Once incidents are merged in e-ISuite and ROSS, the process of
37 splitting these incidents back out may result in the loss of data integrity and history.
 - 38 d. If the need arises, a fire can be split from a complex if the recommendations in 1a, 1b, and 1c
39 are followed.
 - 40 e. Agencies should follow individual agency fire reporting policies.

- 1 2. Deciding to complex, merge, or split:
- 2 a. The Agency Administrator should consider consequences outlined in Appendix B–Tool Kit
- 3 when deciding to complex, merge, or split incidents. This decision should be coordinated
- 4 between the AA, affected Incident Commander(s), Dispatch Center Manager(s), and
- 5 State/Regional Incident Business Specialist(s).
- 6 b. The AA should document the decisions, including the acreage and cost of affected incidents
- 7 at the point when data integrity is in jeopardy. Appendix B–Tool Kit provides several
- 8 scenarios, issues, and effects to assist Agency Administrators with decisions related to CMS.
- 9 These guidelines will ensure wildland fire emergency expenditures can be monitored, performance can
- 10 be measured, and the integrity of incident data can be preserved.

11 **Exhibits**

- 12 [Exhibit 51 – Standard Cost Components](#)
- 13 [Exhibit 52 – Cost Management Measures](#)
- 14 [Exhibit 53 – Sample Cost Share Agreement](#)
- 15 [Exhibit 54 –Sample Cost Share Agreement](#)

1 **Exhibit 51 – Standard Cost Components**

2 For current rates reference

3 <https://www.nwcg.gov/publications/902>

4 **Exhibit 52 – Cost Management Measures**

5 Following are actions the IMT should take to help ensure cost management measures are in place:

6 Aircraft

- 7 • Track aircraft costs by individual resource to analyze use and cost benefit to incident.

8 Claims

- 9 • Ensure thorough investigation and documentation of actual and potential claims for and against
10 the government.

11 Cooperative Agreements

- 12 • Ensure copies of cooperative agreements are available, are understood by the IMT, and
13 provisions are implemented.
- 14 • Ensure all participating agencies understand the basis of and responsibility for payment of
15 personnel, equipment, materials, and supplies per established agreements.

16 Equipment

- 17 • List equipment by type, in priority by unit cost and usage (operational periods), and share results
18 with appropriate functions.
- 19 • Identify under-utilized equipment, e.g., aircraft, lowboys, buses, and water tenders, and share
20 results with appropriate functions.
- 21 • Ensure pre- and post-use equipment inspection forms are prepared for all equipment to reduce
22 claims.
- 23 • Ensure controls are established for fuel and oil issues to equipment at the incident base, on the
24 line and at remote sites, to properly document invoice deductions.

25 Personnel

- 26 • Ensure procedures are in place to track, document, and approve excessive hours.
- 27 • Ensure time posted is in agreement with scheduled operational periods.

28 Property Management

- 29 • Ensure controls are in place for issuance and return of accountable and durable property (for
30 example, tools, shirts, headlamps, hard hats, and radios).
- 31 • Ensure approval for purchase of accountable property is in accordance with incident agency
32 policy.
- 33 • Utilize law enforcement personnel for incident base and property security.

34 Support

- 35 • Ensure adherence to national contract specifications.
- 36 • Follow supplemental food approval requirements (reference Chapter 20).

1 Exhibit 53 – 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

Mailing Address:
USDA, Forest Service
Cajon Ranger District
1209 Lytle Creek Road
Lytle Creek, CA 92358

Mailing Address:
CAL FIRE
County Administrative Center
82-657 Highway 111
2nd Floor, Suite 210
Indo, CA 92201

Telephone: (XXX) XXX-XXXX

Telephone: (XXX) XXX-XXXX

Date of this finalized agreement: 7/16/2007

Contacts are:

Rick Money
USDA, Forest Service
19777 Greenley Road
Sonora, CA 95370
(XXX) XXX-XXXX

Jake Zimmer
USDA, Forest Service
24356 Nobe Street
Corona, CA 92883
(XXX) XXX-XXXX

Maryanna Cycle
USDI, BLM
2800 Cottage Way, Rm W-1834
Sacramento, CA 95825
(XXX) XXX-XXXX

Tina Smith
CAL FIRE
210 West San Jacinto Ave.
Perris, CA 92570
(XXX) XXX-XXXX

Attachments will follow, if applicable.

1 **Exhibit 54 – 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 _____
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 Representative	<u>Hector Montano</u>	<u>Cal Fire</u>
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): _____ / _____ / _____

1 **Instructions for the Cost Share Agreement:**

2 Numbered instructions correspond to form items that require further explanation. Supplemental
3 agreements will be numbered consecutively following the original (#1) for each fire. Supplements may
4 be added at any time. Where insufficient room is available for necessary information, additional sheets
5 or addendums may be added. Small revisions to this agreement may be completed on a single page,
6 describing the change to the original agreement, and obtaining new signatures from those involved.

7 A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire
8 protection agencies in the <insert area>. This agreement authorizes general mutual aid, including
9 reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other
10 cooperative agreements exist between fire management agencies that authorize fire management
11 services between agencies at the sub-geographic level. The objective of the Supplemental Fire
12 Suppression and Cost Share Agreement is to establish and document the cost sharing and basic
13 organizational structure in response to specific fires.

14 Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies
15 involved in specific on-the-ground fire suppression activities. These agreements are mandatory when
16 more than one jurisdictional responsibility for fire protection is affected by the placement of the fire.
17 The agreement will not affix liability for fire cost payment by either Agency based upon responsibility
18 for the fire origin. The designated representatives of each Agency with forces on the fire are responsible
19 for completing and signing the agreement.

- 20 1. List the fire name agreed upon by agencies involved.
- 21 2. Give the origin or best estimate of origin location by legal description.
- 22 3. Estimate the size at the time of the Supplemental Agreement.
- 23 4. List the agencies involved in fire suppression operations and respective agency fire numbers.
- 24 5. List the date and time that the agreement is in effect. That time could be prior to or following the
25 time that negotiations are made for the agreement.

- 26 6. Check the appropriate command structure for the fire. Definitions:

27 **UNIFIED COMMAND** – A method for all agencies with jurisdictional responsibility to
28 contribute to determining the overall objectives for the incident; interagency ICS team structure.

29 **SINGLE COMMAND STRUCTURE** – One Agency manages the incident with liaison and
30 concurrence of objectives from other involved Agencies.

- 31 List the appropriate personnel filling ICS positions on the fire.

- 32 7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized
33 restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be
34 defined in this section (if appropriate). Respond to this item only if Agency forces have specific
35 segments of the fire. This information will not determine cost responsibility, unless specified in
36 Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
- 37 8. List the Agency responsible for structural protection, and any pertinent control information or
38 contacts.
- 39 9. List operation conditions or directions pertaining specifically to: air operations, base camp and
40 food service, and fire investigation. Costs pertaining to these decisions shall be documented in
41 Item #10.

- 1 10. Fire suppression costs shall be determined from the information supplied in this item. There are
2 several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less
3 complex incidents on lands with similar values and uses; D and E on larger, more complex
4 incidents, such as those with both wildland urban interface and wildlands:
- 5 a. Each Agency pays for its own resources – fire suppression efforts are primarily on
6 jurisdictional responsibility lands.
- 7 b. Each Agency pays for its own resources – services rendered approximate the percentage of
8 jurisdictional responsibility, but not necessarily performed on those lands.
- 9 c. Cost share by percentage of ownership or Agency jurisdictional responsibility.
- 10 d. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions
11 A and B (using a map as an attachment); privately-owned property with structures; or
12 specific locations such as campgrounds.
- 13 e. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon
14 daily agreed to cost estimates, using Incident Action Plans or other means to determine
15 multi-Agency contributions. Reimbursements can be made upon estimates instead of actual
16 bill receipts.

17 The following are not reimbursable:

- 18 • Responsibility for tort claims or compensation for injury costs.
- 19 • Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- 20 • Non-expendable property purchases will be the responsibility of the Agency making the
21 purchase.
- 22 • Support costs (i.e., office dispatchers, warehouse workers, etc.), unless they are charging to an
23 emergency code assigned to the incident.

24 The cost centers that should be considered in this agreement:

- 25 • Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- 26 • Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food,
27 refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- 28 • Air Support: Helicopters, (with support) air tankers.
- 29 • Cost apportionment by period (i.e., state mobilization or conflagration, Fire Management
30 Assistance)

- 31 11. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency
32 representing another, notifications, incident information, coordinated intelligence, etc.
- 33 12. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the
34 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 NWCG Standards for Interagency Business Management 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, 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 modifications, PKEMRA made some changes appearing in the Homeland Security Act and the Stafford Act.
- The Economy Act – 31 USC 1535-1536 (2005) authorizes federal agencies to provide goods or services, on a reimbursable basis, to other federal agencies when more specific statutory authority does not exist.

- 1 • Service First Legislation – Public Laws 106-291 and 109-54 authorize the Secretaries of
2 the Interior and Agriculture to make reciprocal delegations of their respective authorities,
3 duties and responsibilities in support of the Service First initiative agency-wide to
4 promote customer service and operational efficiency. Service First may be used in place
5 or in addition to the Economy Act to expedite interagency cooperation.
- 6 • The National Emergencies Act – 50 USC 1601-1651 (2005) establishes procedures for
7 Presidential declaration of a national emergency and the termination of national
8 emergencies by the President or Congress.
- 9 • The Office of Federal Procurement Policy Act – 41 USC 428a (2004) authorizes
10 emergency procurement authorities (1) in support of a contingency operation; or (2) to
11 facilitate the defense against or recovery from nuclear, biological, chemical, or
12 radiological attack against the United States. Also reference Federal Acquisition
13 Regulation Part 18.2.
- 14 • The Emergency Federal Law Enforcement Assistance Act (EFLEA) – 42 USC 10501
15 (2006) authorizes the attorney general, in a law enforcement emergency and upon written
16 request by a Governor, to coordinate and deploy emergency federal law enforcement
17 assistance to state and local law enforcement authorities.
- 18 • National Oil and Hazardous Substances Pollution Contingency Plan. (NCP, 40 CFR 300)
19 – The NCP provides the organizational structure and procedures for preparing for and
20 responding to discharges of oil and releases of hazardous substances, pollutants, and
21 contaminants. The NCP is required by section 105 of the Comprehensive Environmental
22 Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 9605, as
23 amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), P.L.
24 99-499, and by section 311(d) of the Clean Water Act (CWA), 33 U.S.C. 1321(d), as
25 amended by the Oil Pollution Act of 1990 (OPA), P.L. 101-380. The NCP identifies the
26 national response organization that may be activated in response actions to discharges of
27 oil and releases of hazardous substances, pollutants, and contaminants in accordance with
28 the authorities of CERCLA and the CWA. It specifies responsibilities among the federal,
29 state, and local governments and describes resources that are available for response, and
30 provides procedures for involving state governments in the initiation, development,
31 selection, and implementation of response actions, pursuant to CERCLA. The NCP
32 works in conjunction with the National Response Framework through Emergency
33 Support Function 10 – Oil and Hazardous Material Response.

34 **Presidential Emergency or Major Disaster Declaration**

35 **Process**

36 The NRF identifies the coordinating agency and primary agency(s) responsible for each of the 15
37 Emergency Support Functions (ESF) outlined in the Framework. It also identifies the support
38 roles assumed by the various federal agencies under the Framework. The following are typical
39 ESFs the federal wildland fire agencies may work under:

40 ESF4, Firefighting

41 The FS is designated the ESF Coordinator and primary agency.

1 ESF9, Search and Rescue

2 The DOI, National Park Service (NPS) is designated as a primary agency for inland/wilderness
3 search and rescue.

4 ESF11, Agriculture and Natural Resources

5 The Department of Agriculture (USDA) is designated the ESF Coordinator and co-primary
6 agency. The DOI is designated as co-primary agency.

7 Both the Forest Service and Department of the Interior serve as support agencies to other ESFs.
8 Refer to the NRF for the support roles of the various Departments.

9 The Federal Coordinating Officer (FCO) manages and coordinates federal resource support
10 activities related to Stafford Act disasters and emergencies.

11 The FCO and FEMA accomplish many of their tasks through mission assignments given to
12 primary and supporting agencies. FEMA orders ESF assistance through a mission assignment,
13 which identifies the mission and establishes expenditure limitations.

14 For example, the agency could be tasked to accomplish a specific mission such as to operate a
15 receiving and distribution center in support of a particular disaster. The agency would use its
16 available resources, including those available through federal and state agreements, to complete
17 the assignment.

18 Mission assignments are accomplished utilizing resources obtained through established dispatch
19 coordination concepts and processes, referred to in the NRF as the national firefighting
20 mobilization system. The NRF specifies that all requests for firefighting resources are
21 coordinated through the existing national firefighting mobilization system. Procedures
22 established in the *National Interagency Mobilization Guide* shall be followed in responding to
23 disaster related emergencies under the NRF.

24 **Non-Stafford Act Disasters**

25 Consult agency specific guidelines for all-hazards responses not specifically covered by a
26 Presidential emergency declaration. These guidelines should outline the level of response
27 allowed and include any additional requirements.

28 **Pay Provisions**

29 Federal employees responding to all-hazards assignments will follow procedures outlined in
30 Chapter 10 of this publication and applicable agency regulations.

31 **Biweekly Earning Limitation**

32 The biweekly earning limitation on premium pay contained in 5 CFR 550.105 is not
33 automatically waived for DOI and USDA general schedule employees working in connection
34 with all-hazards responses.

35 The DOI and the USDA have the authority to declare an emergency situation for the purpose of
36 waiving the biweekly overtime limitation (bi-weekly cap maximum earnings limitation {5CFR
37 550.106} or Fair Labor Standards Act {FLSA} exemption status {5 CFR 551.208d}). If an
38 emergency is declared, departmental direction will be provided in writing.

1 **Overtime**

2 Public Law 106-558 does not apply to personnel involved in hurricanes, floods, non-fire FEMA
3 incidents or other all-hazards assignments (reference Chapter 10). Exempt employees of the FS
4 and the DOI have their overtime hourly rate capped at GS-10 Step 1, or their base rate of pay
5 whichever is greater.

6 **Fair Labor Standards Act**

7 Positions on all-hazards incidents that are not identified on the matrix found in Chapter 10 will
8 be determined as exempt or nonexempt on a case-by-case basis by the employee's agency human
9 resource specialist upon submission of a claim by the individual. Nonexempt individuals retain
10 their nonexempt status regardless of the emergency work performed.

11 **Hazard Pay**

12 Reference 5 CFR 550 to determine if hazard pay is applicable for general schedule employees.
13 Reference 5 CFR 532 for information on environmental differential for wage grade employees.
14 The specific reason for hazard pay or environmental differential must be listed on the *Incident*
15 *Time Report*, OF-288, to assist home units in applying pay regulations.

16 **Travel**

17 Travel is compensable under a Presidential emergency declaration since it results from an event
18 that could not be scheduled or controlled administratively. Provisions outlined in Chapter 10,
19 Travel and Related Waiting Time, apply to Presidential emergency declaration.

20 Compensation for travel to other types of all-hazards incidents will be determined by agencies on
21 a case-by-case basis. Contact your agency incident business representative for current direction.

22 **Acquisition**

23 Federal employees responding to all-hazards assignments will follow procedures outlined in
24 Chapter 20 of this publication and applicable agency regulations at [https://www.fema.gov/media-
25 library-data/20130726-1914-25045-1246/final_national_response_framework_20130501.pdf](https://www.fema.gov/media-library-data/20130726-1914-25045-1246/final_national_response_framework_20130501.pdf).

26 **Purchase of Accountable/Sensitive Property**

27 Accountable and/or sensitive property purchases should only be made by procurement personnel
28 and must be documented appropriately (reference Chapter 30). Follow agency specific
29 guidelines as they relate to the purchase of accountable and/or sensitive property. **When**
30 **assigned to an all-hazards incident, purchase documentation and transfer of property must**
31 **follow the tasking agency's procedures.**

32 **Property Management**

33 Federal employees responding to all-hazards assignments will follow procedures outlined in
34 Chapter 30 of this publication and applicable agency regulations.

35 **Business Coordination**

36 Federal employees responding to all-hazards assignments will follow procedures outlined in

1 Chapter 40 of this publication and applicable agency regulations.

2 **Cooperative Relations**

3 Federal employees responding to all-hazards assignments will follow procedures outlined in
4 Chapter 50 of this publication and applicable agency regulations.

5 **Accident Investigation**

6 For accident investigation and reporting requirements, please coordinate with the incident Safety
7 Officer and reference agency specific policy.

8 **Claims**

9 Federal employees responding to all-hazards assignments will follow procedures outlined in
10 Chapter 70 of this publication and applicable agency regulations.

11 **Cost Accounting**

12 The primary agency is responsible for providing cost tracking and reporting guidelines to
13 incident management personnel.

14 **Procedures for Reimbursement**

- 15 • The primary agency is tasked by FEMA on a mission assignment. The primary agency
16 can then subtask any needed support agencies to accomplish the mission, e.g., DOI,
17 Department of Commerce.
- 18 • FEMA reimburses the primary agency upon receipt and examination of eligible,
19 documented costs incurred.
- 20 • Support agencies submit documentation of expenses for reimbursement to the primary
21 agency following agency policy. The primary agency reviews and approves billings by
22 support agencies. The primary agency will notify the support agency in writing when the
23 billing package has been approved. Refer to NRF, Financial Management Annex for
24 direction.

25 **Items Eligible for Reimbursement (Reference 44 CFR 206.8)**

- 26 • Overtime, travel, and per diem of permanent federal agency personnel.
- 27 • Wages (regular time, overtime and premium pay), travel, and per diem, as appropriate, of
28 temporary federal agency personnel, casuals, or non-federal cooperators assigned solely
29 to perform the services required to execute the NRF or services directed by the FEMA
30 Associate Director or FEMA Regional Director in the major disaster or emergency area
31 designated by the FEMA Regional Director.
- 32 • Cost of work, services, and materials procured under contract for the purpose of
33 providing assistance directed by the FEMA Associate Director or the FEMA Regional
34 Director.
- 35 • Cost of materials, equipment, and supplies (including transportation, repair, and
36 maintenance) from regular stocks used in providing directed assistance.

- 1 • All costs incurred which are paid from trust, revolving, or other funds, and whose
2 reimbursement is required by law.
- 3 • Other costs submitted by an agency with written justification or otherwise agreed to in
4 writing by the FEMA Associate Director or the FEMA Regional Director and the agency.
- 5 The FEMA will not reimburse agencies for accountable/durable property, e.g., cache items, and
6 the tasking agency will assume the cost of items not returned.
- 7 The FEMA will consider reimbursement of agency charge card purchases only if the necessary
8 supporting documentation is provided. All charges must be supported by an incident order and
9 request number (resource order number).
- 10 Agency procedures for establishing reimbursable charge codes should be followed.

1 Appendix A – Acronyms

Acronym	Definition
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

Acronym	Definition
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
IBPA	Incident Blanket Purchase Agreement
IFP	Incident Finance Package
IMT	Incident Management Team
IC	Incident Commander
ICS	Incident Command System

Acronym	Definition
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
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

Acronym	Definition
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 **Appendix B – Tool Kit**

2 **Glossary**

3 All glossary terms can now be found at <https://www.nwcg.gov/publications/205>.

4 **Extended Work Shift Documentation Form**

5 **OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT – SAMPLE**
 6 **AND/OR**
 7 **DEVIATION FROM 2:1 WORK REST POLICY**

Date:	Incident Number:	Incident Name:	Unit:
Incident Type:	Operational Period:	Incident commander:	IC Type (1-5)

JUSTIFICATION	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
<p>MITIGATION MEASURES</p> <p>1. Describe what you did to mitigate the excess hours above (see <i>NWCG Standards for Interagency Incident Business Management</i> work/rest policy on the reverse)</p> <p>2. Date Standard 2:1 work.rest restored.</p>	

SIGNATURE OF INCIDENT SUPERVISOR		
NAME:	TITLE:	DATE:
SIGNATURE OF AGENCY ADMINISTRATOR, INCIDENT COMMANDER OR DUTY OFFICER		
NAME:	TITLE:	DATE:

1 **OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT–SAMPLE**
2 **AND/OR**
3 **DEVIATION FROM 2:1 WORK REST POLICY**
4

5 **JUSTIFICATION–EXAMPLES OF SITUATIONS CAUSING EXTENDED SHIFTS**

6 Travel time not administratively controllable.
7 Mobilization and travel of resources to incident location or relocation to incident facilities.
8 Establishing and maintaining administrative, planning, logistical support for incident.
9 Evacuation, triage, structure protection, or emergency rescue.
10 Establishing initial control lines of the fire
11 Extended attack efforts to control potentially devastating incident activity.
12 Incident unable to provide personnel with adequate food and lodging.
13 Other/ Additional.

14 **MITIGATION MEASURES**

15 *NWCG Standards for Interagency Incident Business Management*

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

19
20 Work shifts that exceed 16 hours and/or consecutive days that do not meet the 2:1 work/rest ratio should
21 be the exception, and no work shift should exceed 24 hours. However, in situations where this does
22 occur (for example, initial attack), incident management personnel will resume 2:1 work/rest ratio as
23 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.

Length of Extension and last work day:

Justification (Select from the list below):

- Life and property are imminently threatened,
- Suppression objectives are close to being met, or
- Replacement resources are unavailable or have not yet arrived.

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

1 **Hazard / Environmental Pay Matrix**

2 Documentation of hazard/environmental differentials for crew time reports and other agency time
 3 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 <i>before the fire is controlled</i> . 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		
X	X	X		Delivering personnel to fireline	No	Not considered active firefighting
				Any incidental personnel visiting uncontrolled fireline		
X	X	X		Media tours to uncontrolled fireline	No	No authority exists in CFR
				Smoke Exposure		

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
<i>Flying</i>	X		Individuals, except pilots, who are participating in limited control flights. <u>Limited Control Flight</u> – 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 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.	Limited control flights	Yes	
				Plastic sphere dispenser operations	Yes*	Applies to operator of dispenser
				Cargo letdown/Fast rope operations Low-level infrared operations	Yes*	Applies to operator
				Rappel/Short-haul/Hoist operations	Yes*	
<i>Flying</i>				Parachute jumps Piloting aircraft	No	

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
<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).		Yes	
<i>Groundwork Beneath Hovering Helicopter</i>	X	X	Participating in ground operations to attach an external load to a helicopter hovering just overhead.	Hover hook-ups	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	

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
<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 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.		Yes	
		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 cannot be
- 2 mitigated.

1 **CFR – Code of Federal Regulations References**

2 GS Personnel

- 3 • SIIBM page 10-21 (line 37) through page 10-24 (line 27)
- 4 • 5 CFR 550.901 through 550.907 and Appendix A (<http://www.ecfr.gov/>)

5 WG/WL/WS Personnel

- 6 • SIIBM page 10-24 (line 28) through page 10-27 (line 17)
- 7 • 5 CFR 532.511 and Appendix A (<http://www.ecfr.gov/>)

8 **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: _____

Continue on attachment if necessary.

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

1 **Sample Incident Business Operating Guidelines**

2 **INCIDENT BUSINESS OPERATING GUIDELINES**

3
4 _____
4 **(unit name)**

5 Enclosed are Operating Guidelines for incident business administration activities on the _____.
6 These guidelines are provided to support IMT operations and to provide consistency in incident business
7 management operations throughout the unit. Deviation from these guidelines will be negotiated with the
8 Incident Business Advisor (IBA) or Agency Administrator (AA) or Administrative Representative in
9 advance.

10 **Incident Business Advisor**

11 Delegation of Authority. The incident agency's Administrative Representative (name, work phone; cell
12 phone, is the delegated IBA for the incident agency. An off-unit IBA may be resource ordered to assist
13 the unit. During the IBA's absence, any of the following may be delegated IBA responsibilities,
14 depending on availability:

15 Name	Position	Work Phone	Cell Phone
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16 **Responsibilities**

17 The IBA is a liaison between the Agency Administrator and the IMT. The IBA will make visits to any
18 established incident command post, staging area, and other incident support locations, e.g., expanded
19 dispatch, buying team, administrative payment team, to facilitate communication and successful incident
20 business practices. Technical specialists may accompany the IBA to assist in specific areas of concern,
21 e.g., business, fiscal or acquisition personnel. The IBA will provide all incident support activities with
22 telephone number(s) to ensure 24-hour contact for business management assistance.

23 In dealing with cost containment issues, it is important for the IBA to be a partner with the IMT and AA
24 for effective cost containment balances, taking into consideration fire suppression tactics and strategies
25 relative to the incident. This requires aggressive action to highlight inappropriate or questionable
26 procurement requests as well as ineffective use of items under contract, plus exploration of alternatives,
27 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 establish a set time for
9 daily communications for information exchange and to report current progress of incident business
10 management operations.

11 Note: It is recommended the IBA contact the FSC after the IMT has been notified of release from the
12 incident, to ensure all financial documents are ready for transition to the incident agency, payment office
13 or replacement IMT and to check on the status and condition of payments processed by the
14 Finance/Administration Section. Follow-up will also be made following payments to provide
15 information on fiscal, procurement, etc. insights.

16 The Procurement Unit Leader is responsible to communicate with the Supply Unit Leader and Buying
17 Team leader throughout the incident.

18 The open flow of communication between these parties will facilitate acquisition needs and property
19 tracking.

1 **Procurement**

2 The incident agency Administrative Representative provides the Finance/Administration Section with
3 the Incident Service and Supply Plan. Incident agency acquisition staff is available to discuss
4 information provided in the plan.

5 Service and Supply Plan to include:

- 6 • Acquisition Organization Chart including contact work and cell telephone numbers
- 7 • Emergency Service Providers (include Agency-Provided Medical Care information, if
8 applicable)
- 9 • List of *Emergency Equipment Rental Agreements* (EERAS) (The IMT is responsible to request
10 copies EERAs as necessary.)
- 11 • Supply/Service Vendors (include copies of Blanket Purchase Agreements)
- 12 • Local interagency agreements and operating plans
- 13 • Incident Agency and local unit procurement procedures
- 14 • Geographic Area Equipment Rates (*NWCG Standards for Interagency Incident Business
15 Management, Chapter 20*)
- 16 • Maps–geographical information

17 Many of the normal restrictions on purchasing supplies and services apply when buying for incident
18 operations. Some exceptions exist for emergency incident acquisition, e.g., commissary items and items
19 in lieu of per diem necessary for operating an incident camp. Procurement personnel will consult with
20 the IBA before purchasing such items.

21 Meal and motel tickets will be used and must be signed by both the procurement official and the
22 individual(s) to which issued.

23 **Buying Team Procedures**

24 Initially, incident agency acquisition staff provides acquisition support to the IMT.

25 The incident agency's Administrative Representative determines the need to resource order a Buying
26 Team and may assign incident agency acquisition staff to assist. The Buying Team will follow National
27 Interagency Buying Team Guide operating procedures and adhere to incident agency policy.

28 The IBA and/or appropriate official consult with the IMT and expanded dispatch regarding Buying
29 Team release date.

30 Buying Team Leader is responsible to visit the incident command post and incident support locations to
31 establish open lines of communication with IMT personnel (e.g., Expanded Dispatch, Logistics Section
32 Chief, Supply Unit Leader and Procurement Unit Leader) to determine the ordering process.

33 **Property Management**

34 The IMT is responsible to cost-effectively manage incident-assigned property, including establishing
35 incident procedures for issuance and return of property.

36 The Buying Team Leader coordinates with IMT personnel to ensure tracking of sensitive, accountable
37 property.

1 The IMT is responsible to ensure that property not returned is documented in accordance with incident
2 agency procedures, including, but not limited to vendor invoice deductions, completion of property
3 loss/damage forms.

4 Incident Replacement. All property treated as replacement will be so described on Agency specific
5 forms, Waybill, or left on the incident for rehab or mop up (manifest to the incident unit). All property
6 left on the unit at the close of the incident, will be properly temporarily transferred on the Agency's
7 form.

8 **Commissary**

9 The incident agency approves the use of agency commissary.

10 The IMT may resource order a national contract commissary. The FSC is designated as the contract
11 commissary Contracting Officer's Representative (COR) and will follow requirements and procedures
12 established in the national commissary contract, including establishment of hours of operation,
13 review/approval of items sold, completion of contractor performance evaluation, invoicing.

14 **Compensation for Injury and Agency-Provided Medical Care**

15 The IMT Compensation/Claims Unit Leader follows paperwork disposition procedures in the SIIBM.

16 All medical services, agency-provided medical care agreements, physicians, burn center, forms, etc., are
17 included in the Service and Supply Plan that will be given to the Finance/Administration Section. If the
18 plan is not readily available, contact the assigned Buying Unit or incident agency's acquisition staff for a
19 copy of the information.

20 **Information Systems Management**

21 The incident agency will provide the requested computer needs available to them. Although the
22 computer system may be used in support of the incident, it remains under the control of the incident
23 agency's computer specialist and Administrative Representative.

24 Following is a list of (unit name) computer personnel and their contact information.

25 *Name* *Phone*

26 **Incident Agency Payments**

27 A representative from the budget/fiscal acquisition staff will visit Finance/Administration units to ensure
28 accuracy of payment processes.

29 Invoices are to be forwarded to budget/fiscal or acquisition, as soon as completed, to ensure timely
30 payment to vendors and contractors. Hand-deliver invoices upon incident closeout to the budget/fiscal
31 unit. Ensure a Finance/Administration Section employee is available to discuss incomplete payments or
32 those requiring additional clarification.

33 **Administrative Payment Teams**

34 The IBA, and/or FSC, and incident agency Administrative Representative determine the need for an
35 administrative payment team (APT).

36 Normally, the APT will be ordered for incidents expected to exceed 2 weeks in duration and the incident
37 agency cannot provide payment support using regular payment procedures.

1 Prior to processing any payments, the APT meets with the incident agency's budget/fiscal staff to ensure
2 procedures are in place to avoid duplicate payments.

3 Depending on the length of the incident and size of vendor's operations, partial payments may be made
4 on a case-by-case basis. All payment documents should be submitted as they are closed out for
5 processing.

6 **End of Pay Period Time & Attendance Reports**

7 The IBA and FSC will determine the most efficient and effective means for processing/communicating
8 pay information to home units at the end of each pay period.

9 **Law Enforcement**

10 All criminal investigations will be conducted by the assigned criminal investigators and law
11 enforcement officers, and will be supervised by the Agency Law Enforcement Coordinator

12 *Name* *Phone*

13 Incident assigned law enforcement personnel are responsible to complete other types of investigations
14 (claims, motor vehicle accidents, etc.).

15 **Closeout**

16 The Incident Finance Package will meet the standards outlined in Chapter 40 of the *NWCG Standards*
17 *for Interagency Incident Business Management*. The _____ (unit) also requires the following:

18 1. xxxxx

19 2. xxxxx

20 3. xxxxx

21 The IBA and Administrative Representative will participate in the IMT exit interview. The IBA and
22 Administrative Representative provide input to the Agency Administrator regarding IMT performance
23 related to business management. A finance section closeout will be conducted per agency policy.

1 **Cost Log**

INCIDENT #:	GRAND TOTAL								
	DAILY COST ADJUSTED COST								
COST LOG	SUPPLY COSTS								
	SUPPORT COSTS								
	DAILY SUBTOTAL								
	EQUIPMENT/ AGREEMENTS								
	RETARDANT								
	AIRCRAFT								
	PERSONNEL								
	DATE								

1 Complex, Merge & Split Considerations

#	Scenario	Issue	Effect ROSS	e-ISuite	Fire Code	IMT	ICBS-R	ICS-209
1	Multiple IMTs Managing one Incident	Have one incident and FireCode number being shared by two IMTs	Minimal effect – can block resource order numbers and select specific delivery location	Two separate databases with same incident number – can create duplicate invoices	No effect	Creates extra step for resource ordering and the ROSS import process	One instance of incident in database with multiple delivery locations. All financial transactions will be to one incident order and one fire code.	One 209 created.
2	One IMT managing multiple incidents	The incidents are complexed	Utilize complex function, not merge. This creates a complex incident with subordinate incidents. The subordinate incidents maintain their integrity.	One database with parent complex code and multiple incidents being managed one	When establishing the complex code, need to associate incidents within that complex	Simplifies ordering and reporting (if ordering by complex). Complicates separating costs per incident.	Supply resources will have to be ordered and tracked per incident. Or all supply resources are ordered with the complex incident and fire code.	1) Create separate 209 for each incident within the complex. 2) One 209 for the complex may be created. Incidents with individual 209s should finalize those 209s. IMT may elect to use one pre-existing incident 209 (and the same incident number), or create a new one (with new incident number).
3	One IMT managing multiple incidents	The incidents were not complexed	Resources need to be ordered on specific incident	(1) If handle under one database, difficult to manually separate out (2) Issue of managing multiple databases	One FireCode for each incident	Required to separate resources	Minimal effect if ordering is kept separate	Create a separate 209 for each incident.
4	One IMT managing multiple incidents – Two or more incidents have merged (burned together)	Handle merged fires as separate fires	No effect	No effect	No effect – separate codes maintained	No effect – Challenge is managing the acreage split & costs	Supply resources will have to be ordered and tracked per incident.	Continue to report separate on individual 209s

#	Scenario	Issue	Effect ROSS	e-ISuite	Fire Code	IMT	ICBS-R	ICS-209
5	One IMT managing multiple incidents – Two or more incidents have merged (burned together)	Handle merged fires as single fire	Merge fires in system: Choose primary incident, other incident(s) merge into primary – Generates new resource order numbers to non-primary incident	Demob resources from non-primary fires and add to primary fire with new resource numbers. If merged in database, cannot split back out without a lot of manual work.	No effect – code from primary fire utilized	Accommodate for new resource order numbers and may still track fires individually	No effect as long as ROSS has merged the incidents and passed information to ICBS	Aggregate merged fires on one 209. If each fire has an existing 209, finalize one 209 and use the other for the new merged fire (indicate merge in Remarks on both 209 for cross referencing).
6	Multiple incidents managed by one IMT to now be managed by multiple IMTs – maintaining integrity of individual fires	Not complexed – same Fire Code and Incident Numbers are maintained	No effect	If fires are in one database, very difficult to split into separate databases.	No effect	No effect	No effect	IMTs continue process of 209 submission for each fire without interruption.
7	Reorganization or split of a complex or incident, multiple IMTs	Various options and combinations of data management (issue: Lose the integrity of individual fires and creates issues through all fire systems)	Can accommodate moving an incident in or out of another complex or incident	If fires are in one database, very difficult to split into separate databases. Difficult to keep historic integrity once the database is separated out.	If a new Fire Code is created, should document the updates. Any changes to complexes and associated fires.	Not difficult	Will need individual incident number and fire code to process supply requests.	Complicated for 209 reporting. A split of one fire under multiple IMTs: initiate new 209 for one of the fires (assuming a 209 already exists for the pre-split fire). Indicate split on both 209s. A split of a complex, multiple IMTs: fires that previously had individual 209s should reactivate those 209s under their original incident numbers. Or initiate new 209s under new incident numbers if none existed

#	Scenario	Issue	Effect ROSS	e-ISuite	Fire Code	IMT	ICBS-R	ICS-209
8	Loaning resources among IMTs	Various options and combinations of resource and data management (Issue: Communication between teams on reporting time and costs – tracking costs)	Should be reassigned	Demob resource. If resource is not reassigned, setup toe correct incident in existing database and report costs to other IMT.	No effect	Reluctant to reassign due to losing direct control of resource	Will be unable to credit or charge for refurb of items that were loaned to another incident using the “loaned” incidents financial code. Would be better to reassign or forward.	Add and subtract resources from among the sharing fires on the 209 for each incident.
9	Incident(s) or Complex(s) crossing geographic areas	Multiple dispatch centers (Issue: Which geographic area and dispatch center is hosting the incident)	Assign one geographic center and expanded dispatch – When the incident is returned to local jurisdiction make sure it is returned to original dispatch center	No effect	Do not create a new Fire Code when fire crosses jurisdictional boundaries – One Fire Code per incident	No effect	No effect as long as the incident order and fire code does not change.	Two GA’s may agree to split the incident between them. The IMT must submit a new 209 to the new GACC (will require a new incident number, but not necessarily a new incident name). Acres, resources, costs, etc., must also be split accordingly. The two geographic areas need to coordinate reporting burned acres by ownership on each GA’s respective Situation Reports (done by the local dispatch centers).

1 **All-Hazards Checklist (Pre-incident)**

- 2 Ensure access to Reference Library – Wildland Fire and All-Hazards.*
- 3 Copies of Agreements (interagency, joint powers, cost share, cooperative, local, etc.)
- 4 Copies of Emergency Planning Documents (Pandemic, Hurricane, All-Hazards Response Guides,
5 etc.) that are applicable, if any.
- 6 Geographic Area Supplements
- 7 Arrival at Incident
- 8 Participate in any in-briefings regarding the incident response.
- 9 Contact Numbers of Key Agency Fiscal Personnel/Assigned Liaison, if one assigned.
- 10 Incident Agency Business Operating Guidelines.
- 11 Copy of Incident Agency organization chart, telephone list.
- 12 Copy Incident Action Plan.
- 13 Copy Wildland Fire Decision Support System (WFDSS).
- 14 Copy of Delegation of Authority.
- 15 Determine how medical care being handled.
- 16 Procedures for hiring and paying casualties.
- 17 Determine ordering processes in place or anticipated (EMAC, FEMA.)
- 18 Determine who and how incident procurements are being handled.
- 19 Understand expenditure, purchasing and property restrictions.
- 20 Determine Incident Agency Finance Package Guidelines.
- 21 Determine the need to establish agreements with other federal partners (i.e., incidents on federal
22 lands where another federal agency comes to assist.)
- 23 Local area and state maps.
- 24 Copy of Emergency Support Function, Regional Operations Center, Area Command, Incident
25 Management Team (IMT) and Incident Agency Briefing schedules and conference call times.
- 26 During Incident
- 27 Incident periods, FEMA declaration time frames.**
- 28 Copies of any FEMA Mission Assignment(s) (MA).**
- 29 Meet with Key Agency Personnel to discuss financial guidelines, issues and concerns.
- 30 All Accounting Codes applicable to the incident response.**

- 1 Initiate incident cost accounting to meet agency reimbursement needs.
- 2 ESF4 – Organization Chart for the Incident, if applicable.
- 3 ESF, Regional Coordinator Center or Joint Field Office Organization Chart with contact names and
- 4 numbers, as needed.
- 5 On-scene FEMA contact name(s) and numbers.
- 6 Post Incident
- 7 Participate in transition meeting with incoming/outgoing financial staff advisors.
- 8 Close-out with Agency Administrator or designee.
- 9 * Found in the Tool Kit of *NWCG Standards for Interagency Incident Business Management* or online at
- 10 <https://www.nwcg.gov/publications/902>.
- 11 ** May also be obtained at incident arrival and/or need to check on an on-going basis for additions.

The *NWCG Standards for Interagency Incident Business Management* is developed and maintained by the Incident Business Committee (IBC), an entity of the National Wildfire Coordinating Group (NWCG).

Previous editions: 2016, 2012, 2008, 2004, 2000, 1996, 1991, 1987.

While they may still contain current or useful information, previous editions are obsolete. The user of this information is responsible for confirming that they have the most up-to-date version. NWCG is the sole source for the publication.

This publication is available electronically at <https://www.nwcg.gov/publications/902>.

Comments, questions, and recommendations shall be submitted to the appropriate agency program manager assigned to the IBC. View the complete roster at <https://www.nwcg.gov/committees/incident-business-committee/roster>.

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