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NWCG Standards for Interagency Incident Business Management

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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 independently by the individual member agencies and communicated through their respective directives systems.

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 the following: 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 8 and 9).

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

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

Crew representatives or crew bosses are responsible for providing a copy of the agreement, upon request, to the Incident Management Team (IMT) or incident agency to ensure the terms of the agreement are met.

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

Casuals

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

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

Nonresident aliens may be hired and paid as casuals for the duration of an incident (Comp. Gen. B-146142, 6/22/61). The Internal Revenue Service (IRS) requires each nonresident alien to have a valid Social Security number (SSN) at the time of hire. The Immigration Reform and Control Act of 1986 (Simpson-Rodin Act) also requires completion of an Employment Eligibility Verification, I-9 (Exhibit 5) (8 CFR 274a2).

Hiring officials will complete the *NWCG Single Resource Casual Hire Information Form*, PMS 934 (Exhibit 7), at the time of hire and obtain the casual's signature. Retain a copy for the hiring unit and provide a copy to the casual. Follow agency policy for disposition of the original. This form is not required when hiring crews.

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

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

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

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

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

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

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

It is recommended the following positions also be filled by current agency employees: Incident Business Advisor (INBA), Finance/Administration Section Chief (FSC), Procurement Unit Leader (PROC), Buying Team Leader (BUYL), Buying Team Member (BUYM), and Compensation/Claims Unit Leader (COMP). If these or any other positions are filled using the AD Pay Plan, the hiring official is responsible for ensuring the individual has maintained current qualifications and experience.

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

Persons hired as casual firefighters must meet the following requirements:

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

Hiring of 16- and 17-Year Olds

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

Job Corps and Youth Conservation Corps (YCC) Enrollees

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

- Enrollees aged 16 and 17 may be assigned to non-hazardous or non-arduous duties only (i.e., camp support).
- Enrollees aged 18 and over may be assigned to all other incident duties at the appropriate AD pay rate.

Hiring of Federal Retirees

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

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

Volunteers Under Formal Agreement

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

Using Regular Government Employees from Federal Agencies

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

Cooperators

Military Personnel — Except for National Guard (see below), only organized military personnel groups obtained through official channels may be utilized. Timekeeping for organized military personnel will be accomplished by their own liaison.

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

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

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

State and Local Cooperators — State employees and local cooperators (e.g., Tribal, rural, and county fire departments) are hired and paid as specified in an applicable cooperative agreement and time is recorded as specified in the agreement. If the cooperative agreement specifies personnel are hired under the AD Pay Plan, time is recorded on an Incident Time Report, OF 288.

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

Permittees — Timber sale contracts and agency permits provide for varying levels of fire suppression assistance. The FSC ensures time records and payments are in accordance with applicable contracts or permits and coordinates with host unit as necessary.

Pay Provisions

Objective

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

Responsibilities

IMT responsibilities:

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

Home Unit responsibilities:

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

Incident Pay Guidelines

One-Day Assignments (0001 to 2400 Hours)

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

Multiple-Day Assignments

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

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

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

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

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

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

Spot Change Tour of Duty — After the first day on an incident, individuals are spot changed to a first 8-, 9-, or 10-hour daily tour of duty, depending upon their weekly tour of duty. The spot change occurs the second day of the assignment regardless of whether the employee is in travel status or has arrived at the incident. The individual resumes their normal daily tour of duty on the day following return from the incident. Follow employing agency policy if spot change determination is different than identified above. For a two-day incident, the unit may elect to not spot change the individual's daily tour of duty.

Differentials for regular federal employees:

- Night Work on the Incident — A regular federal employee who has been spot changed to a first 8-, 9-, or 10-hour daily tour of duty is entitled to night differential pay for all non-overtime hours worked between 1800 and 0600 hours (Comp. Gen. B-193068, 5/22/84). When Federal Wage System (WG, WL, WS) employees work nights, refer to normal shift requirements. Employees should reference agency-specific guidance for entitlement of night differential.
- Retaining Regular Shift Differential on the Incident — Federal Wage System employees whose daily tour of duty at the home unit includes a shift differential will continue to receive the differential while assigned to the incident even though the temporary assignment does not include shift work. General Schedule or General Wildfire (GS and GW) employees are not entitled to retain night differential pay on the incident.
- Retaining Sunday Differential on the Incident — Temporary changes in the daily tour of duty do not change the days of an individual's weekly tour of duty. Individuals who are entitled to a Sunday differential during their weekly tour of duty at the home unit retain the Sunday differential while assigned to the incident. Individuals whose weekly tour of duty does not include Sunday differential may not be paid Sunday differential on the incident.
- Regularly Scheduled Overtime — Both Federal Wage System and GS or GW employees, who are compensated for regularly scheduled overtime, lose this entitlement when spot changed to a first 8-, 9-, or 10-hour daily tour of duty.

Last Day of the Incident Assignment

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

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

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

- Return Outside Individual's Weekly Tour of Duty — If the last day of the incident assignment is not part of the individual's weekly tour of duty, the individual is compensated only for those

hours in actual work or compensable travel status. Compensation will be under Title 5 USC or FLSA as appropriate.

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

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

Detail Assignments

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

Off-Site/Remote Incident Assignments

An off-site/remote assignment is work performed by an employee in support of an incident while remaining at the employee's duty station or other designated off-site location. Employees will adhere to all incident and agency guidelines, policies, and regulations. When working from home duty station or residence, no travel entitlements apply.

Availability

- Federal employees must obtain supervisory approval.
- State/local/Tribal employees must obtain supervisory approval and meet agency-specific requirements.
- Casual employees are eligible based on agency-specific and hiring unit requirements.

Ordering Process

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

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

Home Unit Responsibilities

- IMT or the incident supervisor will sign all CTRs or OF 288s. Arrangements may be made by the incident supervisor to allow for an alternate signature (e.g., Geographic Area Coordination Center (GACC), Center Manager).
- Management and approval of time and attendance will be completed by the individual and the home unit supervisor.
- Performance evaluations should be coordinated between the incident and home unit supervisor, as necessary.
- Employees will comply with length of assignment and work/rest requirements.
- Employees with home unit telework agreements must comply with the conditions of their agreement.
- Employees will adhere to all incident and agency guidelines, policies, and regulations.

Time

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

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

Scenario #1 — Employee is physically located at the duty station, or other designated off-site location, and resource ordered to be fully dedicated to the incident.

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

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

- Resource order must document the employee is being “ordered to be available for incident response resulting from the emergency.”

- There is no spot change in tour of duty.
- Employee is required to perform home unit duties and account for base hours against home unit job code, with regular hours, or leave.
- Incident support after regular work hours is considered overtime and charged to the incident.
- Employee is NOT entitled to guaranteed base hours for each workday as specified in the section regarding Multiple-Day Assignments.
- Employee must comply with work/rest requirements.

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

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

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

On-Shift Time

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

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

Travel and Related Waiting Time

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

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

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

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

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

The following are emergency travel compensation rules. These rules apply to both regular federal employees and casuals, except where noted.

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

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

For casuals, travel interruptions are compensable for up to three hours once the casual has reached their minimum eight-hour guarantee. Travel interruptions exceeding three hours are not compensable if the minimum eight-hour guarantee has been met.

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

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

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

Ordered Standby

An employee is on duty and time spent in ordered standby is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of

readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications [5 CFR 551.431(a)(1)].

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

The following guidelines are provided for uniformity:

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

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

On-Call

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

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

Off-Shift Time

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

- At the IC's discretion, regular government employees and casuals may be released during off-shift periods from the incident base or camp.
- At the IC's discretion, regular government employees and casuals may be restricted to an incident base and all other camps during off-shift periods. This is usually referred to as a "closed

camp” (45 FLRA No. 120, 0-NG-1958, Decision and Order on a Negotiability Issue, September 18, 1992; Office of the General Counsel, Authority to Close Fire Camps Opinion, March 28, 1990).

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

Meal Periods

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

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

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

- the fire is not controlled, and
- the Operations Section Chief decides that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, and
- the compensable meal break is approved by the supervisor at the next level, and it is documented on the CTR, SF 261.

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

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

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

Work/Rest, Length of Assignment, and Days Off

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

To assist in mitigating fatigue, days off are allowed during and after assignments. If necessary, to reduce fatigue, the IC or AA (incident host or home unit) may provide additional time off to supplement mandatory days off requirements.

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

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

Work/Rest Guidelines

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

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

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

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

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

Incident Operations Driving

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

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

- No driver will drive more than 10 hours (behind the wheel) within any duty-day.
- Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving (behind the wheel) time limitation of 10 hours.
- A driver shall drive only if they have had at least eight consecutive hours off duty before beginning a shift.

- Exception to the minimum off-duty hour requirement is allowed when **essential** to:
 - accomplish **immediate** and **critical** suppression objectives, or
 - address **immediate** and **critical** firefighter or public safety issues.
- As stated in the current agency work/rest policy, documentation of mitigation measures used to reduce fatigue is required for drivers who exceed 16-hour work shifts. This is required regardless of whether the driver was still compliant with the 10-hour individual (behind the wheel) driving time limitations.

Length of Assignment

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

Time spent in staging and pre-position status counts toward the 14-day limit, regardless of pay status, for all personnel including IMTs.

- Days Off — After completion of a 14-day assignment and return to the home unit, three mandatory days off will be provided (3 after 14) (state regulations may preclude authorizing this for state employees). Days off must occur on the calendar days immediately following the return travel in order to be charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp. Gen. Decision 393 (1977)). If the next day(s) upon return from an incident is/are a regular workday(s), a paid day(s) off will be authorized. Employees shall follow agency-specific direction for implementation of days off standards.

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

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

Casuals are not entitled to paid day(s) off upon release from the incident or at their point of hire. Casuals are entitled to guarantee hours (8 hours) if provided days off on an incident assignment away from their point of hire.

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

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

Agency Pilot Days Off

- 12 and 2 Work Schedule — After completion of a 12-day assignment, two (2) mandatory days off will be provided (2 after 12). Days off must occur on the calendar days immediately following the 12 days in order to be charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp. Gen. Decision 393 [1977]). If the next day(s) are a regular workday(s), a paid day(s) off will be authorized.

- **6 and 1 Work Schedule** — After completion of a six-day assignment, one mandatory day off will be provided (1 after 6). Days off must occur on the calendar day immediately following the six (6) days in order to be charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp. Gen. Decision 393 [1977]). If the next day(s) are a regular workday(s), a paid day(s) off will be authorized.

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

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

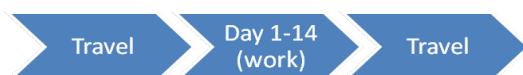
Assignments may be extended when:

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

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

Regardless of extension duration, two mandatory days off will be provided prior to the twenty-second day of the assignment. When personnel are required to take a mandatory day off, which falls on their normal day off, there will be no pay compensation.

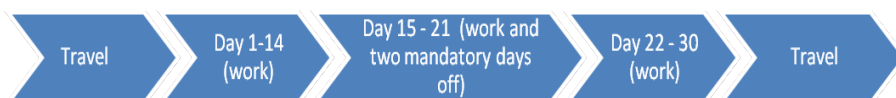
14 Day Scenario



21 Day Scenario



30 Day Scenario



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

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

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

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

Agency Pilot Extensions

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

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

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

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

Management-Directed Days Off at Home Unit

Supervisors must manage work schedules for initial attack, dispatch, and incident support personnel during extended incident situations. During periods of non-routine or extended activity, these employees will have a minimum of one day off in any 21-day period. This minimum requirement should rarely be needed since scheduled days off are normally given much more frequently during periods of routine activity. State policies apply to state personnel. Employees shall follow agency-specific direction for implementation of days off standards.

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

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

Other Pay Provisions

- Supervisory Personnel — Time spent in planning and technical sessions, arranging for tools and transportation, refurbishing equipment, and performing supervisory duties such as completing CTRs, giving assignments, etc., is compensable as work time.
- Holiday Pay — Regular government employees who are spot changed to a first 8-, 9-, or 10-hour tour of duty are compensated for holiday pay if the individual would have been entitled in their regular position. Additional hours are treated as overtime and paid at applicable rate.

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

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

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

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

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

- Callback Provisions — The 2-hour callback provision in law does not apply when assigned to an incident.
- Sickness — A regular government employee who has been determined by their incident supervisor to be unable to perform work due to non-work-related illness is placed in leave status (e.g., sick, annual, or leave without pay) if the day is within the individual's weekly tour of duty at the home unit. If outside the individual's weekly tour of duty, the individual is not entitled to compensation.

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

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

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

Hazard Pay for GS or GW Employees

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

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

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

Definitions for Hazard Pay Purposes

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

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

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

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

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

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

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

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

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

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

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

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

- Flying — Individuals, except GS-2181 pilots, who are on board the aircraft during limited control flights. This includes air crew members participating in wildland fire and all-hazard aviation missions.

Hazard pay for flying activities is related to the use of the aircraft, not the work of the occupants. If the flight is undertaken under unusual and adverse conditions which threaten or severely limit control of the aircraft, then hazard pay is warranted. 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.

- Groundwork Beneath Hovering Helicopter — Participating in ground operations to attach an 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.

BAER (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 GS or GW Employees

- All-hazard pay differential for GS or GW 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 cutoff time is 2400 hours. An individual working beyond 2400 hours into the next day is entitled to hazard pay differential for two 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 eight-hour workday the individual performs hazardous duty for one hour and is in paid leave for seven hours, the hazard pay differential shall be computed on the full eight hours. If the individual were in non-pay status (leave without pay) for seven hours, the hazard pay would be computed on the basis of the one 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 A):

- Firefighting — Participating or assisting in firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires.
- Low-level Flights — Participating in flights in a 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).

Environmental differential for flying activities is related to the use of the aircraft, not the work of the occupants. If the flight is undertaken under unusual and adverse conditions which threaten or severely limit control of the aircraft, then environmental differential is warranted. Environmental differential 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.

- High Work — 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.
- Groundwork Beneath Hovering Helicopter — Participating in operation to attach or detach external load to a helicopter hovering just overhead.

Criteria for Entitlement to Environmental Differential for Federal Wage System Employees

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

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

- Compensation Based on All Hours in Pay Status.

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

- Compensation Based on Actual Exposure.

<u>Differential</u>	<u>Category</u>
100 Percent	Participating in low-level flights in small aircraft including helicopters
25 Percent	High work
15 Percent	Participating in operations to attach external load to or from helicopter hovering just overhead.
4 Percent	Performing work which subjects the individual to soil his/her clothing beyond that normally to be expected in the duties of the classification.
	Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used or which are readily available; or when such devices are not feasible for use due to health considerations (such as excessive temperature or asthmatic conditions).
	When the use of mechanical equipment, or protective devices, or protective clothing results in an unusual degree of discomfort.

Regulations Governing Payment of Environmental Differential

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

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

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

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

- Two-Day Exposure — The automatic cut off time is 2400 hours for an environmental differential. A Federal Wage System employee working beyond 2400 hours into the next

calendar day earns entitlement to environmental differential for two days only if exposed to the hazard before and after 2400 hours.

- Base Pay — Environmental differential is included as part of a Federal Wage System employee's base rate of pay and is used to compute premium pay for overtime and holiday work.
- Recording — When recording environmental differential for actual exposure, show the actual hours of exposure and the category with justification in the remarks block on a CTR, SF 261.
- The Incident Time Report, OF 288, should show the percentage and the appropriate category in the remarks block and an "E" for actual hours of exposure.

Public Law 106-558

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

This overtime provision applies only under the following circumstances:

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

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

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

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

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

wage grade and wage leader employees are classified as nonexempt. Wage supervisors are classified as exempt.

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

Enter the NWCG approved position code found at <https://iqcsweb.nwcg.gov/iqcs-active-positions> on the Incident Time Report, OF 288, to assist home units in documenting nonexempt status for pay purposes.

- Positions on Type 1 and Type 2 incidents are identified as exempt or nonexempt (reference Exhibit 10).
- When a position is identified as an assistant, deputy, or trainee they will have the same exempt or nonexempt status as the position by the same title (e.g., Assistant Safety Officer — exempt, Deputy Finance/Administration Section Chief — exempt, or Dispatcher Trainee — nonexempt).
- Positions on Type 1 and 2 incidents that are not identified above and positions on Type 3 incidents will be determined as exempt or nonexempt on a case-by-case basis by the employing agency human resource specialist upon submission of a claim by the individual.
- All positions on Type 4 incidents are considered nonexempt.

An individual may be assigned to an incident as a "Technical Specialist." Specialized training may not be required for these positions. Specialists will perform similar duties during an incident that they normally perform. The individual's normal FLSA determination is used to compute pay.

Reasonable Accommodations

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

Personnel Timekeeping/Recording

Objective

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

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

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

Responsibilities

FSC responsibilities:

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

TIME responsibilities:

- Ensure daily completion of personnel time recording documents.
- Review submitted documents for compliance with policies.
- Provide advice when time submitted is not in compliance with established policies.

Personnel Time Recorder (PTRC) responsibilities:

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

Incident Supervisor responsibilities:

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

Incident Personnel responsibilities:

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

Home Unit Timekeeper responsibilities:

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

Procedures

Two forms are provided for recording time worked on an incident. The CTR, SF 261 (Exhibits 2a and 2b), is the initial timekeeping document. Time from the CTR is transferred by the PTRC to the Incident Time Report, OF 288 (Exhibits 3 and 4).

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

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

Military time shall be used on all records pertaining to timekeeping and time recording.

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

Crew Time Report (CTR), SF 261

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

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

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

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

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

- Travel to an Incident — Report travel time to an emergency incident on a CTR and include:
 - Time of departure from point where travel began (e.g., official duty station, staging area, residence) if outside daily tour of duty. Record all travel time using the time zone of departure.
 - Delays or layovers of over three (3) hours at transfer points.
 - Meal breaks.
 - Time of arrival at incident.

Hazard/Environmental Differential

- GS or GW Employees — The supervisor indicates hazardous duty by placing an "H" in the remarks block 6 and notes the hazard category in block 11 of the CTR. It is not necessary to show clock hours of the hazardous duty.
- WS/WL/WG Employees — The supervisor indicates an "E" and the percentage of entitlement in the CTR Remarks block 6 and notes the hazard category in block 11 of the CTR. The supervisor must record clock hours when the differential is based on actual exposure.
- Documentation of hazard/environmental differentials for the CTR can be found in Appendix A.

- Remarks — Supervisors are responsible to indicate changes in crew composition or incident position in the CTR Remarks block. This includes:
 - Discharged or Quit — Note reason.
 - Transfer — If individuals are transferred to other crews, note losing and gaining crew name and number.
 - Position Change — Note effective date, time, new position title, and reason for change in the remarks block. This information is used to determine FLSA status or changes in AD pay rate.
 - Compensable Meal Breaks — Justification should be provided on a CTR.
 - Day(s) Off.
 - Time of injury and/or transport to medical facility.
 - Special Pay Provisions
- The original CTR is submitted to the Time Unit after all entries have been made and the CTR has been signed by the appropriate approving official.

Timekeeping Methods

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

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

There are two methods for timekeeping on the CTR:

- When a crew is in a pay status and time is identical, the names, classifications and on-shift time are listed with specific remarks in block 11 (Exhibit 2).
- When individuals have different on-shift times, make an entry for each individual (Exhibit 2).

Incident Time Report, OF 288 for Regular Government Employees

Detailed instructions for completing the OF 288 for regular government employees are found in Exhibit 3.

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

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

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

- Return Travel — Travel time from an incident to the individual’s official duty station must show:
 - Time of departure from the incident base.
 - Noncompensable meal breaks.
 - Delays of over three (3) hours.
 - Time and date of arrival at official duty station.

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

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

Recording Hazard or Environmental Differential

- When GS or GW employees perform hazardous duty during any part of the calendar day, an “H” is entered on the right side of the Hours column, justification is provided in the remarks section (Exhibit 3).
- When Federal Wage System employees (WG, WL, WS) perform work for which environmental differential is payable, an “E” is entered on the right side of the Hours column.

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

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

Hiring and Payment of Casual Employees

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

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

- Employment Eligibility Verification, I-9 (every three (3) years)
- *NWCG Single Resource Casual Hire Information*, PMS 934
- *Incident Behavior Form*, PMS 935

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

During the initial hiring, the casual is also responsible for completing the following:

- Employees Withholding Allowance Certificate, W-4
- State income tax withholding forms
- Electronic deposit form

The hiring unit retains, in a secure location, the I-9, the *Incident Behavior Form*, PMS 935, any federal or state withholding forms, the electronic deposit form, and a copy of the *Single Resource Casual Hire Information*, PMS 934.

The casual will retain the *NWCG Single Resource Casual Hire Information*, PMS 934, a copy of the *Incident Behavior Form*, PMS 935, any position specific requirements (e.g., clothing, footwear), and a copy of the AD Pay Plan.

Once on the incident, the casual is required to provide the CTR and the *NWCG Single Resource Casual Hire Information*, PMS 934 to the Time Unit.

For casual crews, all form requirements remain the same, with the exception of the *NWCG Single Resource Casual Hire Information*, PMS 935. However, the hiring unit or crew representative informs the casuals of incident behavior expectations and responsibilities. The Crew Boss must provide to the Time Unit a complete manifest of all crew members showing full name, type of employment, and incident position, including any in trainee status. Sponsored casual crew incident behavior responsibilities may be found in the crew agreement. If none are listed, utilize the *Incident Behavior Form*, PMS 935-1 (Exhibits 8 and 9).

When circumstances require that casuals be hired at the incident, the incident agency provides direction regarding disposition of the I-9, *NWCG Single Resource Casual Hire Information*, PMS-934, electronic deposit form, and *Incident Behavior Form*, PMS 935-1. **A new *NWCG Single Resource Casual Hire Information*, PMS 934 is not required when the casual's position changes on an incident.**

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

- Actions of Time Unit — The Time Unit collects and examines time reports for completeness and legibility. The PTRC records time from the CTR to the OF 288 (Exhibit 4).
- Pay Rate Changes — Pay rate/position changes are recorded on the CTR by the incident supervisor. The PTRC begins a new column on the OF 288 with the new rate of pay and indicates reason for change in the remarks block of the OF 288. A new resource order is not required.
- Guaranteed Hours — The Time Unit enters the on-shift hours as recorded on the CTR. Any additional hours necessary to meet the eight-hour daily guarantee are listed on a separate line of the OF 288 by the PTRC. After the date, note "Guaranteed Hours" in the Start/Stop blocks and post the necessary additional hours to the Hours column.
- Day Off at Incident — The Time Unit records a day off as "8" in the Hours column. Clock hours are not necessary.

Closing Out Incident Time Reports

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

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

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

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

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

The original CTR and file copy of the OF 288 are retained in the incident finance records (Exhibit 35), unless otherwise required for reimbursement by state and local government cooperators.

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

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

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

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

Common Timekeeping Issues

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

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

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

Exhibits

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

[Exhibits 2a and 2b – Examples of Crew Time Report, SF 261](#)

[Exhibit 3 – Incident Time Report, OF 288 for Regular Government Employees](#)

[Exhibit 4 – Incident Time Report, OF 288 for Casual Employees](#)

[Exhibit 5 – Employment Eligibility Verification, I-9](#)

[Exhibit 6 – Checklist for Closing Out Incident Time Reports, OF 288](#)

[Exhibit 7 – NWCG Single Resource Casual Hire Information, PMS 934](#)

[Exhibit 8 – Incident Behavior Form, PMS 935-1](#)

[Exhibit 9 – Comportamiento en Incidentes, PMS 935-2](#)

[Exhibit 10 – Exempt / Nonexempt Positions](#)

Exhibit 1 — AD Pay Plan for Emergency Workers (Casuals)

Current pay plans are available at <https://www.nwcg.gov/committee/incident-business-committee>

1 Exhibit 2a — Example 1, Crew Time Report (CTR), SF 261

[illegible]

Prescribed by USDA-USDI (NWCG Handbook No. 2)

1 **Exhibit 2b — Example 2, Crew Time Report (CTR), 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)			(13) TITLE (Officer-in-Charge)				
<i>Joey Cambi</i>			DIVS				
(14) NAME (Person Posting to Emergency Time Report)					(15) DATE		
<i>Laurie Time</i>					8/9/XX		

261-101

STANDARD FORM 261 (5/78)

Prescribed by USDA-USDI (NWCG Handbook No. 2)

- 2 Instructions for filling out a Crew Time Report (CTR), SF 261, can be found at:
- 3 <https://www.nwcg.gov/training/job-aids/J-001/how-to-correctly-fill-out-crew-time-report>.

1 Exhibit 3 — Incident Time Report, OF 288 for Regular Government Employees

INCIDENT TIME REPORT															1. Hired At (e.g., ID-BOF)					
2. Employee Common Identifier					3. Type of Employment (X One) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other					4. Hiring Unit Name (e.g., Ranger District) Boise 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					
Column A					Column B Same as Column <input checked="" type="checkbox"/> A					Column C Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B					Column D Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C					
8. Incident Name Sun Creek					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)					
10. Fire Code (e.g., B2C5) ELT9		11. Resource Request Number (e.g., O-33) C-1.15			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)			10. Fire Code (e.g., B2C5)		11. Resource Request Number (e.g., O-33)			
12. Position Code (e.g., FFT2-T) FFT2		13. AD Class (e.g., B) \$		14. AD Rate			12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B) \$		14. AD Rate			12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B) \$		14. AD Rate		
15. Home/Hiring Unit Accounting Code ELT9					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code					
Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	
08	07	14:00	17:00	3.00 T	08	11	13:30	20:30	7.00 H	08	15	03:30	08:00	4.50 H	08	18	08:00	13:30	5.50 T	
08	07	17:30	21:30	4.00 H	08	12	07:00	13:00	6.00 H	08	15	19:00	24:00	5.00 H	08	18	14:30			
08	08	06:00	19:00	13.00 H	08	12	13:30	23:30	10.00 H	08	16	00:30	09:00	8.50 H						
08	09	06:00	21:00	15.00 H	08	13	DAY OFF			08	16	18:00	24:00	6.00 H						
08	10	07:00	13:00	6.00 H	08	14	20:00	24:00	4.00 H	08	17	00:01	01:30	1.50 H						
08	10	13:30	20:30	7.00 H	08	14	GUARANTEE			08	17	12:00	18:00	6.00 H						
08	11	07:00	13:00	6.00 H	08	15	00:01	03:00	3.00 H	08	17	18:30	21:00	2.50 H						
Year 20XX		16. Total Hours 54.00			Year 20XX		16. Total Hours 30.00			Year 20XX		16. Total Hours 34.00			Year 20XX		16. Total Hours 5.50			
In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel															17. Total Hours (all columns): 123.50					
18. Commissary and Travel															For Payment Center use only					
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.					

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

NSN 7540-01-124-7633

OPTIONAL FORM 288 (REV. 10/2015)

1 **Exhibit 4 — Incident Time Report, OF 288 for Casual Employees**

INCIDENT TIME REPORT												1. Hired At (e.g., ID-BOF) 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						4. Hiring Unit Name (e.g., Ranger District) Cascade 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												
Column A					Column B					Column C					Column D									
					Same as Column <input checked="" type="checkbox"/> A					Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B					Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C									
8. Incident Name River Road					8. Incident Name					8. Incident Name					8. Incident Name									
9. Incident Order Number (e.g., ID-BOF-000123) ID-PAF-000080					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) G9MJ		11. Resource Request Number (e.g., O-33) C-5.4			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)			10. Fire Code (e.g., B2C5)		11. Resource Request Number (e.g., O-33)							
12. Position Code (e.g., FFT2-T) FFT2		13. AD Class (e.g., B) AD-C		14. AD Rate \$17.60		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)		14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)		14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)		14. AD Rate \$		
15. Home/Hiring Unit Accounting Code G9MJ					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code									
Mo	Day	Start	Stop	Hours	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 5.50			17. Total Hours (all columns):			120.00	
In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel																								
18. Commissary and Travel												For Payment Center use only												
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								G9MJ										
08	04	Toothbrush, Toothpaste								5.00				G9MJ										
08	05	Gloves								3.00				G9MJ										
08	12	POV Mileage (200 miles x \$0.56)				112.00								G9MJ										
Total						\$224.00				\$8.00														
19. Remarks												20. Employee Signature <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.																								

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

NSN 7540-01-124-7633

OPTIONAL FORM 288 (REV. 10/2015)

- 2 Instructions for filling out an Incident Time Report, OF 288, can be found at:
 3 <https://www.nwcg.gov/training/job-aids/J-001/how-to-correctly-fill-out-crew-time-report>

Exhibit 5 — Employment Eligibility Verification, Form I-9

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

Exhibit 6 — Checklist for Closing out the Incident Time Report, OF 288

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

1. Time Unit personnel should verify the following when auditing OF 288s:
 - a. ECI present for casual employees.
 - b. Type of employment indicated.
 - c. Hiring agency unit identifier, not a dispatch center.
 - d. Incident name and incident order number indicated in all columns.
 - e. AD classification, pay rate, position title, and NWCG position code for casuels. Cross check AD classification with position title to ensure proper pay rate is applied.
 - f. NWCG position code indicated for incident personnel other than casuels.
 - g. Time posted chronologically. Verify time posted against Crew Time Report (CTR), SF 261.
 - h. Columns totaled (hours only).
2. When notified that the crew/individual will be demobilized, determine if the crew/individual is going home or to another incident.

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

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

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

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

Exhibit 7 — NWCG Single Resource Casual Hire Information, PMS 934

<https://www.nwcg.gov/publications/pms934>

Exhibit 8 — *Incident Behavior Form*, PMS 935-1

<https://www.nwcg.gov/publications/pms935-1>

Exhibit 9 — *Comportamiento En Incidentes Form*, PMS 935-2

<https://www.nwcg.gov/publications/pms935-2>

1 Exhibit 10 — 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
Communications Technician	Nonexempt
Communications Unit Leader	Exempt
Compensation/Claims Unit Leader	Exempt
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 Unit Leader	Exempt
Dispatch Recorder	Nonexempt
Dispatcher	Nonexempt
Display Processor	Nonexempt
Division/Group Supervisor	Exempt
Documentation Unit Leader	Nonexempt
Dozer Boss (Crew Boss)	Nonexempt
Dozer/Tractor Plow Operator	Nonexempt
Driver/Operator	Nonexempt
Emergency Medical Technician Basic	Nonexempt
Emergency Medical Technician — Fireline	Nonexempt
ESF4 Primary Leader	Exempt
ESF4 Structure Support	Exempt

Position	FLSA Status
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
Incident Technology Support Specialist	Nonexempt
Information Officer	Exempt
Infrared Interpreter	Exempt
Interagency Resource Representative	Nonexempt
Liaison Officer	Exempt
Loadmaster	Nonexempt
Logistics Section Chief	Exempt
Mechanic	Nonexempt
Medical Unit Leader	Exempt
Messenger	Nonexempt
Operations Branch Director	Exempt
Operations Section Chief	Exempt
Ordering Manager	Nonexempt

Position	FLSA Status
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
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 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 COMP.
- 14 • Provide local medical facility information.
- 15 • Establish agreements or payment procedures with medical providers for APMC, if appropriate.

16 IMT responsibilities:

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

19 FSC responsibilities:

- 20 • Ensure injury/illness is reported to host unit.
- 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 COMP 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.
- 37 • Provide information to the TIME for accurate posting of timesheets for injured/ill individuals.

- Provide information to the TIME for payroll deduction of non-work-related medical expenses.
- Follow up on the status of hospitalized or medical evacuated incident personnel.
- Inform FSC and Safety Officer of injury/illness and trends occurring on the incident.

Supervisor responsibilities:

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

Employee responsibilities:

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

Home unit responsibilities:

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

Federal Workers' Compensation

Federal Employees' Compensation Act (FECA)

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

<https://www.dol.gov/agencies/owcp>

Coverage Under FECA

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

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

Authorizing Medical Care

- Traumatic Injuries — OWCP has authorized agencies to issue Authorization for Examination and/or Treatment, CA-16, to medical facilities/providers authorizing medical treatment for work-related traumatic injuries. This form can only be issued once by the agency and provides for treatment up to 60 days, or until OWCP rules otherwise on the case. Issuance of the CA-16 allows the medical provider to refer the injured employee to specialists as necessary. CA-16 instructions direct the medical provider as to the type of treatment authorized and how to obtain further authorization from OWCP if necessary. The FSC or COMP or other appropriate authorizing official may issue the CA-16 (Exhibit 13). The authorizing official shall ensure the U.S. DOL OWCP address is indicated in block 12 of the CA-16. This address is: U.S. Department of Labor, OWCP/DFEC, P.O. Box 8300, London, KY 40742-8300.

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

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

- Occupational Disease or Illness — OWCP rarely allows agencies to authorize medical treatment related to an occupational disease or illness. The employee is responsible for the cost of treatment and any lost time but may file a claim Notice of Occupational Disease and Claim for Compensation, CA-2, with OWCP for adjudication of the claim. Do not complete a Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, CA-1, 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 11) 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 eight-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 16).

- COP Recording for Casuals — For casuals the COP rate is determined by the AD position classification the casual was working under at the time of injury.
- To record COP, indicate "COP" in the Start/Stop columns and record "8" in the Hours column for each full day of disability. Indicate partial days of disability with the appropriate number of hours in the Hours column. Note date and time of injury and return to duty information in the remarks block.

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

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

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

Selection of Physician

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

Agency Provided Medical Care (APMC)

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

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

Authority for APMC

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

APMC Coverage

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

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

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

35 Procedures to Establish APMC

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

37 Payment of APMC Costs

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

Procedures for Using APMC

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

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

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

All authorized services must be summarized on an incident injury/illness log. The FSC/COMP provides a copy of the log to the incident agency to support payment for APMC and to facilitate follow-up (Exhibit 15).

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

Procedures and Documentation Requirements for FECA or APMC

Traumatic Injury

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

Action Taken:

- Individual completes the front of form as soon as possible, preferably within 48 hours of the injury. Supervisor completes the Supervisor’s Report section, signs, and gives receipt to individual.
- Individual/supervisor should obtain witness statement(s) if appropriate. Supervisor is responsible for completion on behalf of employee if employee is incapacitated.
- Leave blocks titled “Occupational code,” “Type code,” “Source code,” “OWCP Agency Code,” and “OSHA Site Code” blank. Home unit is responsible to complete.
- COMP advises individual of rights, benefits, and responsibilities.
- COMP authorizes medical care, if appropriate, by issuing:
 - If using FECA procedures: Authorization for Examination and/or Treatment, CA-16, if the case requires any medical treatment. Only one form per injury is issued to the medical provider.

- If using APMC procedures: Agency Provided Medical Care Authorization and Medical Report, FS-6100-16, for one first aid type of treatment. If a follow-up appointment, after duty hours, is required, COMP issues another FS-6100-16. The original M number is used for a follow-up visit.
- If verbal authorization is given to the medical provider, forward the authorization form to provider within 48 hours.
- Injured individual or individual acting on their behalf returns completed form to the COMP.
- COMP provides electronic documentation to an identified point of contact at the employee's home unit and provides **original documentation** to employee for submission to the home unit.

Occupational Disease/Illness

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

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

Action Taken:

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

Prescriptions

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

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

Fatality

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

Forms Required:

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

Action Taken:

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

Forms Distribution

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

The COMP:

- Completes an incident injury/illness log to document injuries/illnesses. The log may not contain any Personally Identifiable Information (PII) (Exhibit 15).

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

State and Local Government Workers' Compensation

State Workers' Compensation Coverage

State employees experiencing injury or illness on the incident should complete state specific forms and notify their home unit of workers' compensation claims per agency requirements. If state forms are not available, the employee may use a CA-1 or CA-2 to initially record the necessary information. Federal

references should be crossed out and the state name written at the top of the form. The state employee is responsible to contact the home unit to obtain the proper reporting forms. The COMP maintains injury compensation records and transmits documents to the home unit per state agency policy. Do not issue CA-16 for medical treatment. Reference APMC coverage.

Local Government Workers' Compensation

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

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

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

Exhibits

[Exhibit 11 – Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, CA-1](#)

[Exhibit 12 – Notice of Occupational Disease and Claim for Compensation, CA-2](#)

[Exhibit 13 – Authorization for Examination and/or Treatment, CA-16](#)

[Exhibit 14 – Agency Provided Medical Care \(APMC\) Authorization and Medical Report, FS-6100-16](#)

[Exhibit 15 – Sample Incident Injury/Illness Log](#)

[Exhibit 16 – Incident Time Report, OF 288, showing COP for a regular government employee](#)

[Exhibit 17 – Incident Time Report, OF 288, showing COP for a casual employee](#)

[Exhibit 18 – Sample Incident Injury Case File Envelope, OF 313](#)

Exhibit 11 — Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, CA-1

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

Exhibit 12 — Notice of Occupational Disease and Claim for Compensation, CA-2

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

1 Exhibit 13 — 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/Clims 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 14 — 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) (Refer to FSH 5109.34, IIBMh Chptr 10, Section 15)	
Part A Authorization	
1. Medical Resource Request "M Number" MT-LNF-000076 M-2	
2. Procurement Identification (BPA/Field PO No., etc)	
3. Responsible Payment Unit Boise National Forest	
4. Employee Name Tim Ruby	3a. Job Code G9MJ
4a. Occupation Firefighter	5. Social Security No. XXX-XX-XXXX
6. Employing Agency Forest Service, Boise National Forest	8. Date of Injury 8/22/xxxx
7. Home Unit and Address Boise National Forest 1275 Oakwood Road Boise, ID 87045	
9. Physician/Medical Facility: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Cascade Medical Center 4720 Deer Lane Cascade, ID 88603 </div>	
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>ConnieCamp</i> COMP	11. Date 8/22/xxxx
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 antibiotic	
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: Partial Disability: From: To:	4b. Employee is able to resume: (see Occupation above) Light Work? Date: Regular Work? Date: 8/25/xxxx
5. Physician's Signature <i>Doctor's Signature</i>	6. Date 8/22/xxxx
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 15 — Incident Injury/Illness Log

INCIDENT INJURY & ILLNESS LOG										
INCIDENT NAME: Mountain Fire			INCIDENT#: ID-BOF-000001			FIRE CODE: ABC1		DATES: 06/30 – 07/09/XXXX		
						Forms Prepared				
M#	Report Date	Illness/Injury Date	Home Unit Name & Address	Nature of Injury/Illness	Treatment	CA-1	CA-2	CA-16	APMC/ Other	Disposition/ Remarks
	07/04/XX	07/03/XX	Boise Hot Shots, Boise NF 1249 S. Vinnell Way, # 200 Boise, ID 83709 208-373-4100	1" laceration to right knee	Transported to clinic, 3 stitches, tetanus shot and antibiotic Rx	X		X		CA-1 and CA-16 entered into eSafety by supervisor. Contact made with ASC. Need follow up to remove stitches in 5-7 days.
M-1	07/06/XX	07/06/XX	Yellowstone National Park P.O. Box 168 Yellowstone, WY 82190 307-344-7381	Camp crud with fever, sore throat, and cough	Transported to clinic, cough syrup RX		X		APMC Form	Light duty for 24 hours. Clinic visit and Rx paid with APMC by Buying Team member, Jane Doe on CC.
	07/07/XX	07/07/XX	Twin Falls District BLM 2536 Kimberly Road Twin Falls, ID. 83301 208-736-2350	Stomach cramps, nausea and vomiting	Transported to clinic, IV fluids and 2 Rx given		X			All forms completed and faxed to home unit. Clinic visit and Rx paid by employee. Demobed home.

1 Exhibit 16 — OF 288 Example with COP for a Regular Federal Employee

INCIDENT TIME REPORT															1. Hired At (e.g., ID-BOF)									
2. Employee Common Identifier										3. Type of Employment (X One) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other					4. Hiring Unit Name (e.g., Ranger District) Boise 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									
Column A					Column B					Column C					Column D									
					Same as Column <input checked="" type="checkbox"/> A					Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B					Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C									
8. Incident Name Warm Lake					8. Incident Name					8. Incident Name					8. Incident Name									
9. Incident Order Number (e.g., ID-BOF-000123) ID-BOD-005161					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) DXS9			11. Resource Request Number (e.g., O-33) C-2.10		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)		10. Fire Code (e.g., B2C5)			11. Resource Request Number (e.g., O-33)						
12. Position Code (e.g., FFT2-T) FFT2		13. AD Class (e.g., B) \$		14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)		14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)		14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)		14. AD Rate \$		
15. Home/Hiring Unit Accounting Code DXS9					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code									
Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours					
07	10	18:00	22:00	4.00	07	13	COP		0.00	07	14	09:00	13:00	4.00	07	18	09:00		T					
07	11	07:00	21:00	14.00 H						07	14	14:00	16:00	2.00										
07	12	07:00	10:15	3.25 H						07	14	16:00	18:00	2.00										
07	12	GUARAN	TEE	0.00						07	15	07:00	21:00	14.00 H										
										07	16	06:00	20:00	14.00 H										
										07	17	07:00	13:00	6.00 H										
										07	17	14:00	20:00	6.00 H										
Year	20XX	16. Total Hours			21.25	Year	20XX	16. Total Hours			Year	20XX	16. Total Hours			48.00	Year	20XX	16. Total Hours					
In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel															17. Total Hours (all columns):					69.25				
18. Commissary and Travel															For Payment Center use only									
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)					18d. Reimbursement			18e. Deduction			18f. Firecode											
					Total										20. Employee Signature <i>Smokey Bear</i>									
19. Remarks 7/12 Injured at 1015 Returned to duty at incident on 7/14															21. Time Officer Signature <i>Time Officer</i>									
NOTE: The above items are correct and proper for payment from available appropriations.																								

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

NSN 7540-01-124-7633

OPTIONAL FORM 288 (REV. 10/2015)

1 Exhibit 17 — 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													
5. Name (First, Middle, Last) Jose Valdez										6. Hiring Unit Phone Number (XXX) XXX-XXXX					7. Hiring Unit Fax Number (XXX) XXX-XXXX								
Column A					Column B					Column C					Column D								
					Same as Column <input checked="" type="checkbox"/> A					Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B					Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C								
8. Incident Name Warm Lake					8. Incident Name					8. Incident Name					8. Incident Name								
9. Incident Order Number (e.g., ID-BOF-000123) ID-BOD-005161					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) E9HZ		11. Resource Request Number (e.g., O-33) C-12.5			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)			10. Fire Code (e.g., B2C5)		11. Resource Request Number (e.g., O-33)						
12. Position Code (e.g., FFT2-T) FFT2		13. AD Class (e.g., B) AD-C		14. AD Rate \$17.60		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)		14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)		14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)		14. AD Rate \$	
15. Home/Hiring Unit Accounting Code E9HZ					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code								
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	GUARAN	TEE	6.50	08	05	COP		8.00	08	08	10:00	15:30	5.50 T				
08	02	00:01	01:30	1.50 T						08	06	COP		8.00									
08	02	18:00	24:00	6.00						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 25.50			Year 20XX		16. Total Hours 6.50			Year 20XX		16. Total Hours 24.00			Year 20XX		16. Total Hours 5.50						
In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel															17. Total Hours (all columns): 61.50								
18. Commissary and Travel															For Payment Center use only								
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)			18d. Reimbursement		18e. Deduction		18f. Firecode														
Total																							
19. Remarks Injured 8/4 at 0130															20. Employee Signature <i>Smoky Bear</i>								
															21. Time Officer Signature <i>Time Officer</i>								
															NOTE: The above items are correct and proper for payment from available appropriations.								

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

NSN 7540-01-124-7633

OPTIONAL FORM 288 (REV. 10/2015)

1 Exhibit 18 — Incident Injury Case File Envelope, OF 313

NAME OF CLAIMANT <u>Miller, Amy</u>	DATE OF INJURY OR ILLNESS <u>7/12/xxxx</u>	APMC []	OWCP [<input checked="" type="checkbox"/>]	FIRST AID ONLY []
INCIDENT/COMPLEX NAME <u>Warm Lake</u>	INCIDENT NUMBER <u>ID-BOD-005161</u>	UNIT LOG NUMBER <u>M-</u>		

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)

CHECK LIST FOR CASE FILES

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

***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 LEADER NAME <u>Sissel Batey</u>	HOME UNIT TELEPHONE NUMBER (W/AREA CODE) <u>(208) 555-1212</u>	FINANCE/ADMIN SECTION CHIEF INITIALS <u>sg</u>
---	--	--

7540-01-475-4309-50312-101 Optional Form 313 (Rev. 4-2000)

INCIDENT INJURY CASE FILE ENVELOPE

Travel

Objective

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

Policy

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

Responsibilities

Home unit responsibilities:

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

Regular government employees, casuals, and cooperators responsibilities:

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

Incident agency responsibilities:

- Provide agency requirements and guidelines regarding subsistence, lodging and transportation policies to the IMT and incident support units/personnel (e.g., BUYT, expanded dispatch, Administrative Payment Team [APT]).

Travel Procedures

Incident Agency Requirements

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

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

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

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

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

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

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

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

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

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

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

Privately-Owned Vehicle (POV)

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

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

Incidental Expense Rate — The incidental expense rate for all emergency assignments, where meals and lodging are provided, is the approved GSA rate (<http://www.gsa.gov>). Reference agency-specific directives or policy for exceptions.

Transportation Arrangements — Individuals assigned to emergency incidents will follow sending agency dispatch procedures for travel to the incident. Incident agency dispatch procedures will be followed for return travel from the incident. Dispatch offices may make travel arrangements and provide airline tickets or travel information to individuals. Travel arrangements made outside of incident agency

dispatch procedures may not be reimbursed without proper approval and authorization. Commercial and/or contract transportation methods may be used.

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

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

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

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

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

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

- GSA Travel Exceptions — In certain instances, GSA will invoke exceptions to the FTR, for a period of time, to ensure travelers are able to conduct official government travel in a safe manner. These exceptions could result from international events, times of war, disease outbreaks, travel advisories, and may include changes to mode of transportation or travel routes.
- Travel Vouchers — Emergency incident resources in travel status follow home unit travel regulations to claim reimbursement of travel expenses.

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

Foreign Travel

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

- Travel Authorization — Contact the agency travel coordinator to ensure the proper travel authorization and other required paperwork is established. Obtain foreign travel per diem rates, insurance information, and other pertinent agency policies and guidelines.

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

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

- 1 **Chapter 11 Chapter 11**
- 2 **Chapter 12 Chapter 12**
- 3 **Chapter 13 Chapter 13**
- 4 **Chapter 14 Chapter 14**
- 5 **Chapter 15 Chapter 15**
- 6 **Chapter 16 Chapter 16**
- 7 **Chapter 17 Chapter 17**
- 8 **Chapter 18 Chapter 18**
- 9 **Chapter 19 Chapter 19**

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 USC 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 USC 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, IMTs, 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., BUYT, contracting officer, purchasing agent).
- Determine the need for Incident Business Advisor

PROC 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 (EQTR) and other procurement unit staff.

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

BUYT responsibilities:

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

INBA Responsibilities:

- Oversight of buying team.
- Ensuring property accountability controls are in place.

Incident Requisitioning Procedures

Requests for goods and services must be supported by a resource order or requisition in accordance with incident agency policy. Incident personnel requisition supplies, equipment, and services on a Resource Order form (Exhibit 20). The Resource Order form is used in lieu of agency requisition forms and is issued prior to purchase or rental transactions.

Incident Agency Service and Supply Plan

Incident agencies shall maintain a Service and Supply Plan that identifies local resources. These plans should be established preseason. When appropriate, agencies located in the same geographic area should coordinate and develop interagency service and supply plans. Incident agencies provide this plan to IMTs and incident support units (e.g., BUYT, APT, and expanded dispatch).

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

- If Applicable — Current Preseason Land Use and Facility Rental Agreements, meal, or local agreement.
- If applicable — Other agency contracts link.
- Available local open-market sources for preferred vendors to be utilized. List sources for high-demand items, such as bottled water, food items and food service, fuel, vehicle, and commercial equipment rentals (light towers, generator, forklifts, dumpsters, ice) with after-hours contact information. Federal Agencies include information pertaining to status of vendor registration in SAM.gov if known (Current, Expired, Pursuing Registration, Unknown). For vendors currently registered in SAM.gov, note UEI number.
- Local utility companies' phone, internet, and power companies.
- If applicable — local warehouse inventory of non-cache items (e.g., chairs, fax machines, phones, coolers).

- Contact names and telephone numbers for Unit-Level Incident Business POCs (Home Unit Coordinator, etc.) or link in local operating plan.
- Links to local/ GACC operating plans/ IBOGs.

Sources of Supply

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

National Cache System

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

General Services Administration (GSA)

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

Defense Logistics Agency (DLA)

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

National Contracts

The following national contracts are established for interagency use. These sources are mandatory for federal wildland firefighting agencies and are available for use by states and other federal agencies. Reference the *National Interagency Standards for Resource Mobilization* for ordering procedures. Contact information for various contracts can be found at:

https://www.fs.usda.gov/business/incident/logistics.php?tab=tab_l#fioo

- Airtanker services
- Type 1 and Type 2 helicopter services
- Aircraft services for transport and smokejumper transport
- Portable retardant base equipment rental
- Bulk retardant
- Type 2-IA and Type 2 National Crews
- Mobile Food and Shower Services. The administration of the *National Mobile Food Services Contract* and the *National Mobile Shower Facilities Contract* is the joint responsibility of the USDA-FS-National Interagency Fire Center (NIFC) Incident Support Branch and the using agency. A list of designated Contracting Officer's Technical Representatives (COTRs) and

Project Inspectors for these two national contracts is available electronically at:

https://www.fs.usda.gov/business/incident/logistics.php?tab=tab_l#fioo.

The incident agency or IMT should order a designated Contracting Officer's Technical Representative when additional contract administration assistance is needed beyond the IMT's capabilities.

- The *National Mobile Food Services Contract* is used any time mobile food services are needed for federal wildland fire incidents in the western United States. The federal wildland fire agencies are obligated to order services from the national Mobile Food Service Units (MFSU) contractors any time that (1) the number of people to be fed is at or above 150 persons per meal and (2) the headcount is estimated to remain at those numbers, or greater, for at least 72 hours from when the headcount first reaches 150 per meal, provided the contractors can reasonably meet the incident's time frames.

MFSU may also be ordered for other types of incidents at the government's option. State and other federal cooperators may also utilize this contract at their option.

- The *National Mobile Shower Facilities Contract* is the mandatory source for federal wildland firefighting incidents whenever there is a need to order mobile shower facilities. These are requirement contracts with no minimum order thresholds.

Reference https://www.fs.usda.gov/business/incident/logistics.php?tab=tab_l#fioo for additional national contracts that may be available for use.

Acquisition Methods

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

Government Charge Cards and Convenience Checks

Government charge card holders and convenience check writers are responsible for maintaining proper records of purchases and adhering to incident agency policy. Micro-purchase thresholds still apply on emergency incidents. If a purchase exceeds this threshold a government procurement instrument must be used (e.g., purchase order, BPA). A warranted contracting officer may make payment with a government charge card for purchases exceeding the micro-purchase limit of regular government charge card holders. Personnel assigned to an incident away from their official duty station retain the original purchase documentation and provide a copy of the documentation to the incident agency. Personnel supporting an incident at their official duty station, but not officially assigned, provide copies of purchase transactions for the official incident record per agency requirements.

Land Use and Facility Rental Agreements

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

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

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

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

Equipment Rental

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

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

Ordering Equipment

Reference ordering under the EERA and IBPA Administration section and the *National Interagency Standards for Resource Mobilization*, Chapter 40.

- IBPA contracted equipment shall be ordered through dispatch centers utilizing current Dispatch Priority Lists (DPLs) within their jurisdictional area. IBPA equipment request for out-of-area incidents should be placed through normal dispatch channels. Existing agreements for equipment ordered through the resource ordering system and arriving from outside of the local area should be honored and should not be renegotiated. Generally, contractors' cost of doing business is established at their home base and does not change when they travel to incidents outside their geographic area.
- Fire chasing is equipment prepositioned by a contractor without a resource order in an effort to secure work. Every effort shall be made to utilize local area IBPA equipment listed on a current DPL before prepositioned contracted equipment. If it arrives at an incident, it should only be

used if there is a bona fide need and time does not permit ordering through established channels. In those circumstances, apply the following guidelines:

- Prior to use, establish a resource order to document the need.
- Equipment with an existing agreement. Agencies are not obligated to honor rental agreements for equipment not ordered through the resource ordering system. If the terms, conditions, and rates are considered to be reasonable, the existing agreement may be used. If the rate is significantly higher than local agreements and/or geographic area estimates, a new agreement shall be established for the incident only.
- Equipment without an existing agreement. Refer the matter to a warranted contracting officer (e.g., PROC or BUYT contracting officer) for establishment of an agreement using local geographic area estimates.
- Any new agreement shall be valid for the duration of that specific incident only. The contracting officer shall indicate the incident name and number in the effective dates (e.g., “for the XXX incident only”).
- Point of hire shall be the incident. **Compensation for travel to and from the incident will not be allowed.**
 - Demobilization. When demobilizing contract equipment, vendors awarded an agreement as a result of competitive solicitations, shall be given priority to remain on the incident over resources with incident-only agreements, unless the IC determines it is necessary to deviate based on a specific incident need or objective. Reference the *National Interagency Standards for Resource Mobilization*, <https://www.nifc.gov/nicc/mobguide/index.html>.

General Guidelines for Equipment Hire

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

- Discuss the terms and conditions of the agreement with the contractor. Agreements should specify exactly what is included in the rental rate.
- Discuss by signing the agreement, the contractor agrees to comply with all the terms and conditions and that failure to do so will result in release from the incident and possible termination.
- Emphasize federal, state, or local laws and regulations will apply regardless of the nature of the emergency. These include but are not limited to:
 - State Workers’ Compensation Laws.
 - U.S. Department of Labor Service Contract Act.
 - Federal Motor Carrier Safety Regulations.
 - Fair Labor Standards Act (FLSA).
 - Occupational Safety and Health Administration (OSHA) Regulations.
- Discuss current work/rest and length of assignment policies (reference Chapter 10).
- For equipment hired with operator, discuss the contractor’s workers’ compensation obligations and liability coverage (validate coverage with contractor documentation). If the contractor is

other than owner/operator (e.g., intends to hire operators as employees), and cannot document workers' compensation coverage the resource shall be declined, and another supplier utilized.

- Discuss incident behavior responsibilities with the contractor. The contractor and their employees shall comply with all established incident behavior responsibilities. This includes, but is not limited to, the following:
- It is extremely important that inappropriate behavior be recognized and dealt with promptly. All forms of harassment, including sexual and racial harassment, are inappropriate behavior.
Harassment in any form will not be tolerated.

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

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

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

Hiring Methods

Most equipment should be obtained through a preseason competitive solicitation process. Follow agency guidelines. Additionally, geographic areas should issue a supplement to establish standard equipment rental rates, which reflect area costs, economics, and market conditions for equipment that is not competitively solicited or is hired at an incident. Reference Exhibit 19 for Equipment and Method of Hire National Standards.

Incident-Only EERAs

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

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

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

- It is recommended geographic areas utilize the standard 90% rate established to negotiate an incident-only rate. The 90% reports can be found at https://www.fs.usda.gov/business/incident/viprreports.php?tab=tab_d.

- 1 • Call the geographic area contracting officer responsible for preseason equipment/services for
2 assistance for incident-only negotiated rates.
- 3 • Determine if the vendor has standard commercial rates for the equipment/services or if there are
4 commercial rates established for similar equipment in the area (e.g., backhoes, bobcats, etc.).
5 These rates will be a starting point to establish fair and reasonable rates to be used for the
6 incident. Service Contract Act wage rates, longer hours and working environment/conditions,
7 especially if equipment comes with operator, can be taken under consideration.
- 8 • Direction on the use of hourly/daily rates for each type of equipment will be determined by
9 *NWCG Standards for Interagency Incident Business Management (SIIBM)*, PMS 902,
10 Chapter 20, and supplements.

11 Determine the labor cost (all-inclusive) when hiring with operator(s). Use the current revision of Wage
12 Determination, Emergency Incident/Fire Safety Services, as a guide for operator hourly rates. Reference
13 the IBC webpage at <https://www.nwcg.gov/committee/incident-business-committee>.

14 **Incident-Only EERA and LUA Administrative Changes**

15 An administrative change (FAR 43.101) is defined as a contract change that does not affect the
16 substantive rights of the parties (e.g., a change in the payment office, incident number, financial code).
17 For the purpose of administration, an incident may include a resource utilized for complexes, mergers
18 and splits, for one unit, for one IMT managing multiple incidents or multiple IMTs managing one
19 incident/complex. In these circumstances, the resource may continue performance under the original
20 EERA or LUA. In the event an incident is complexed, merged, and/or split, contracting officers may add
21 language to allow active Land Use Agreements from the original incident to be utilized on the
22 subsequent incident as long as the payment center remains the same. A new resource order number may
23 be assigned for the new incident. If the resource is needed on an incident outside the responsible area of
24 the IMT(s), a new EERA or LUA shall be written. For additional guidance on Lend-Lease see next
25 section.

26 **Lend-Lease of Incident Resources**

27 Lend-lease involves **more than one IMT** using the same resource(s) on different incidents, e.g., one
28 IMT is “lending” resources to a “leasing” IMT. When one IMT is managing multiple fires and moving
29 or sharing resources between the fires within its Delegation of Authority, the resources are not a lend-
30 lease and are captured under the Administrative Changes above. The IMT must ensure that agreements
31 are valid.

32 When IMTs consider lend-lease of resources, they must ensure that financial codes from the leasing
33 team are compatible with the paying agency systems. Be aware of limitations related to agency payment
34 processes. Reference SIIBM Chapter 20 and/or [NWCG IBC Lend/Lease Guidance](#).

- 35 • Lend-Lease is authorized for IBPA resources.
- 36 • Lend-Lease between IMTs is not authorized for EERA or LUA resources.
- 37 • Lend-Lease resources will retain the same resource order number for tracking purposes.
- 38 • Lend-Lease of resources is recommended being limited to three days. Beyond three days,
39 reassignment should be considered to the leasing incident.
- 40 • Equipment involved in a lend-lease situation should be demobilized from the original incident to
41 which it was ordered. The original ordering incident will process all payment packages related to

the single assignment regardless of the jurisdiction of incidents to which resources were lend-leased.

- The Finance section must verify the correct resource order and fire codes are entered on each OF-286 and that “Lend-Lease from (include incident name or number)” is indicated in the remarks block of each OF-286 other than the invoice for the original incident. The remarks block for the ordered incident should note dates missing due to lend-lease and for any other reason (e.g., day off).

Unique Items

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

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

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

Agency-Provided Commissary Requisitions

Resources requesting commissary should coordinate with their incident supervisor and the TIME to request commissary items through the Logistics Section. Resource orders for commissary items shall clearly state the items are for commissary. Resource orders for commissary items specifically ordered for an individual shall contain individual's name, incident base, and home unit, or crew name.

Agency-Provided Commissary Acquisition

The procurement official shall:

- Purchase commissary items separately from other items.
- Arrange with vendors for return of unused items.
- Ensure the purchase document is marked in accordance with 16 USC 557, “Commissary purchase deductions have been (or will be) made from salaries.”
- Verify items received and complete Commissary Accountability Record, OF 284, or other appropriate documentation.
- Forward commissary items and the original plus one copy of the OF 284 to the incident Time Unit.
- Maintain a file of OF 284s that have been accepted and signed by the TIME.

Commissary Returns

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

Government Telephone Systems

- Cell phones and satellite phones may be obtained on a no-cost basis through special programs from cell phone providers.

Agency Provided Medical Care (APMC)

Contract personnel may not utilize APMC services.

Subsistence and Lodging Provisions

Subsistence and lodging are normally provided to incident personnel.

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

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

Government-Provided Meals. All government-provided meals must comply with the Wildland Firefighter Meal Specifications located here:

https://www.fs.usda.gov/business/incident/buyingteam.php?tab=tab_b. These meals are not considered supplemental food and can be purchased in separate elements and assembled by the government or as a whole from a vendor. The objective is to provide for an average of 1,000 kilocalories of solid supplements per firefighter per day.

The purchase of coffee (ground or premade) as part of meals is in alignment with the national contract specifications and is standard protocol as is not considered a supplemental drink.

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

Government-Provided Hydration. As a routine course of business, incidents provide potable water and sports drinks for electrolyte replenishment. Bottled water may be provided in accordance with incident agency policy.

Sports drinks in the form of liquid supplements or powdered mixes that provide electrolytes must meet the carbohydrate solution mixes recommended in Feeding the Wildland Firefighter and can be purchased in accordance with incident agency policy. Sharkey, Brian, et al., Feeding the Wildland Firefighter, Fire Tech Tips, July 2002 (available at <https://www.fs.usda.gov/t-d/pubs/htmlpubs/htm02512323/index.htm>). If requested by the purchaser, incidents should provide justification of product compliance with the above standard.

Supplemental Food, Drinks, Vitamins

Supplemental Food. Absent a more restrictive agency or geographic area policy, the following supplemental foods may be provided:

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

In addition to the fruit, candy bars and energy bars may be provided to supplement those included in sack lunches. See above requirements for government-provided meals.

No other supplemental food shall be authorized. Purchasing jerky products, chips, popcorn, avocado, etc. are not allowed under this policy. Special or cultural dietary needs should be met through the *National Mobile Food Services Contract* or catered meals. If unable to accommodate, see chapter 10 for reasonable accommodations.

Supplemental Hydration. Powdered mixes may be requested to augment the government-provided hydration (above) with controlled distribution by a unit, such as medical. Any items are required to be compliant with hydration specifications listed above.

Supplemental Food or Hydration Justification: Any supplemental foods or hydration provided will require IC justification AND concurrence from the AA and INBA (if assigned). The only acceptable justification for providing supplemental foods or hydration is to meet the expanded nutritional needs of firefighters performing prolonged or arduous work. Supplemental foods or hydration are not authorized for mobilization centers, staging areas, or personnel not engaged in work on the incident. “Incident Base and Camp meals” provide adequate dietary needs for most work situations.

Supplemental Drinks. No other supplemental drinks shall be authorized. Purchasing soda-pop, “designer drinks” and so-called “energy” drinks (containing caffeine, guarana, ephedra, and other stimulants), etc. are not allowed under this policy.

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

Military

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

Modular Airborne Fire Fighting System (MAFFS) units normally require incident agency procurement support for meals, lodging, and supplies. Close coordination between the MAFFS unit and the incident agency is necessary to ensure needs are met and procurements are proper. Reference the *MAFFS Operations Plan*, issued by NIFC, Forest Service Fire and Aviation Management at <https://www.nifc.gov/nicc/logistics/reference-documents> for detailed information.

Water

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

Awards

Emergency incident funds **shall not** be used to provide monetary or non-monetary awards to personnel. Emergency incident funds **shall not** be used to show appreciation for local community support (e.g., certificates, billboards, forms of advertisement, or refreshments).

EERA and IBPA Administration

Incident agencies shall establish procedures for administering the EERA and IBPA including ordering, inspecting, record keeping, releasing, and paying. Changes or modification to the EERA terms and conditions may be made by the original signing procurement officer or successor. Successor in this case is defined as a subsequent procurement official supporting the incident. An EERA is only authorized for the duration of an incident, is not transferable, and cannot be reassigned to subsequent incidents. Incident name, incident number, point of hire, and effective date will be included for each EERA established.

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

Ordering

At the time equipment is ordered the following will occur:

- Specify conditions of hire (e.g., number of operators, contractor, or government-provided operator and/or supplies, equipment ordered).
- Inform contractor where and when to report, and location of inspection site.
- Negotiate point of hire and time of hire. For most contracted resources, the time under hire shall start at the time the resource begins traveling to the incident after being ordered by the government, and end at the estimated time of arrival back to the point of hire after being released. For some contracted resources (e.g. Tents/Canopy) the time under hire shall start when the resource is set up and operational and end after the resource is released. The point and time of hire are significant for determining when payment begins and ends. The agreement will provide details of the point and time of hire applicable to that resource.
- Issue incident order number and request number to contractor and inform them to provide the Finance/Administration section all certification or documentation required by the agreement.
- Coordinate hiring of casuals with hiring official for government-provided operator.
- Ensure delivery of Emergency Equipment Rental-Use Envelope, OF 305, and related documents to the Finance/Administration section.

Inspections

At the time of hire, contracted equipment must be inspected using the Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF 296, (Exhibit 22). Contract compliance inspections may be performed at the discretion of the government using Contract Compliance Inspection Checklists or other appropriate

forms. A resource can be determined to be noncompliant if the equipment, personnel, company, or service does not meet the requirement of the agreement. The IMT is responsible for administration of the agreement and maintaining documentation in the resource file for compliance issues and administrative decisions/actions. The person authorized to place the order with the vendor must coordinate with the agency-identified inspector to complete the pre-use inspection. The IMT is responsible for ensuring adequate inspections are completed for all contracted equipment arriving at the incident.

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

If contracted equipment is inspected and accepted upon order, it does not require re-inspection at the incident. If inspection of the equipment cannot occur at the time of order, inspection shall take place upon arrival at the incident or designated location. If the resource has not been previously inspected and accepted prior to arrival at the incident and does not pass inspection, no payment will be made for travel to the incident or point of inspection. Contracted equipment may be given the opportunity to become compliant. If the contracted equipment becomes compliant and is ultimately accepted at the incident, travel to and from the incident will be paid. If the contracted equipment never becomes compliant or is never accepted by the incident, then return travel will not be paid.

The government reserves the right to conduct inspections at any time.

Documentation

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

- Incident Blanket Purchase Agreement (IBPA), SF 1449. Documents the terms and conditions of the preseason rental of the contractor's equipment.
- Emergency Equipment Rental Agreement (EERA), OF 294. Documents the agreement with the contractor and sets forth the terms and conditions of rental. Procurement officers, with delegated authority, are authorized to enter into agreements with contractors for the rental of equipment (Exhibit 21).
- Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF 296. Documents the overall mechanical condition of the equipment and ensures the equipment is suitable for incident use. This form is completed and signed by a qualified agency representative and the contractor (Exhibit 22).
- Contract Compliance Inspection Checklists. These document that the contracted equipment meets the specifications of the agreement. The respective form is completed and signed by a qualified agency representative and the contractor.
https://www.fs.usda.gov/business/incident/equipment.php?tab=tab_d
- Emergency Equipment Shift Ticket, OF 297. Documents daily equipment use and will be used to post equipment time to the Emergency Equipment Use Invoice. Special circumstances should be documented (e.g., transport retention, dual operators). This document, which includes time of actual work, ordered standby, compensable travel, or breakdown periods, is completed by the incident representative responsible for managing the equipment, signed by both the contractor and incident representative, and forwarded to the Finance/Administration section. The EQTR

posts this information to the invoice and initials the shift ticket to ensure the posting has been accomplished. (Exhibit 23).

- Emergency Equipment Use Invoice, OF 286. Documents the daily use from shift tickets, shows additions or deductions, and calculates the payment due. This form is completed and signed by the appropriate incident official and the contractor. The FSC, PROC (PROC), or other designated official is responsible for ensuring the OF 286 is posted accurately from the Emergency Equipment Shift Ticket, and the correct rates of pay from the EERA (OF 294) or IBPA (SF 1449), have been calculated and entered correctly (Exhibit 24). In lieu of the OF 286, an original commercial vendor invoice with authorizing government official signature may be used. Signatures shall be legible.
- Emergency Equipment Fuel and Oil Issue, OF 304. This may be utilized in the event that a fuel vendor cannot accept credit cards, logistical support, or when an agency fuel truck is available. Documents quantities of fuel, oil, or other operating supplies provided by the incident. The Ground Support Unit Leader coordinates with the Finance section to establish procedures for tracking fuel, oil, and other operating supplies/services. The OF 304 is completed by the issuing agent and signed by both the issuing agent and receiving agent. In lieu of the OF 304, a log with authorizing government official signature may be used for documentation. Signatures shall be legible. The deductions are posted on the Emergency Equipment Use Invoice, OF 286, (Exhibit 25).
- Other Supporting Documents. Other documents relating to the rental of equipment include:
 - Resource Order form
 - Commissary Issue Record, OF 287
 - Agency-provided repairs, parts, and supply invoices
 - Contract claim documentation
 - Incident Time Report, OF 288
 - Performance evaluations
- Emergency Equipment Rental-Use Envelope, OF 305. This envelope consolidates all above forms and any other documents relating to the EERA or IBPA.

It includes a checklist that indicates items contained in the envelope, agreement information, and whether any administrative follow-up is required (Exhibit 26).

The envelope is prepared at the time of hire by the hiring official and will contain a copy of the EERA, IBPA, or contract, pre-use inspection, Emergency Equipment Shift Ticket book with the time of hire, mileage, or other necessary information recorded.
- This envelope is transmitted to the incident with the contractor or by some other method. Other documentation is included in the envelope by the Procurement Unit as it is completed.

Forms Distribution

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

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

- Contractor.
- Ordering office (incident agency).
- Payment office (original invoice, signed in other than black ink).
- Incident Finance Package, (Exhibit 38).

The Emergency Equipment Shift Ticket, OF 297 are to be distributed as follows:

- White to payment office (original legible signature).
- Carbon remains in the book.

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

- Pink to payment office (original legible signature).
- Second Pink is used for documenting the deduction on the receiving resource's invoice for fuel, oil, or supplies.
- Blue to Incident Finance Package.
- Goldenrod to Contractor.
- Green is issued to individual receiving the products.
- White remains in the book.

Equipment Release

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

When contract equipment is released, Finance section personnel will ensure:

Use of the Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF 296, or other appropriate form to document condition of equipment upon release from incident and ensure signature of contractor/operator and government official. If the contractor/operator refuses to sign or otherwise claims damage:

- Coordinate with the PROC or FSC.
- Perform an inspection to the extent necessary to document the condition of the vehicle and the alleged damage.
 - All time, additions, and deductions are posted, and computations are correct.
- A Demobilization Checkout (ICS-221) form has been signed.
- Release travel time is posted to the invoice.
- The release date and time documented on the invoice should include travel time to the point of hire.
- If released to a new incident, the resource is paid by the receiving incident for the entire calendar day on which the reassignment occurs. Daily rates are not split within one calendar day. This will ensure that the resource is not compensated more than once for the reassignment day. Document the reassignment in the remarks block of the invoice and provide the contractor an additional copy of the invoice to give to the receiving incident Finance section.

- Proper legible signatures are obtained in other than black ink. The contractor or contractor's representative indicates whether there are any claims.
- Performance evaluations have been completed by the first line supervisor and given to the FSC. The FSC ensures the original evaluation form is forwarded to the awarding contracting officer. Provide a copy to the contractor and retain a copy for the incident documentation package.
- All payment documentation is placed in the Emergency Equipment Rental-Use Envelope, OF 305, and the face of the envelope completed. The document content of the payment package is determined by the incident agency and is transmitted to the incident agency or appropriate payment office.

When agency equipment is released, the Incident Demobilization Vehicle Safety Inspection (ICS 212 WF) may be used (Exhibit 28).

Contract Claims

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

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

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

- Incident personnel shall not advise, comment, or solicit a contractor's claim.
- While there is no specific form on which to file a claim, the claim must be in writing and include the following:
 - Claimant's complete name, mailing address, and phone number.
 - Legible signature of the equipment owner or legal representative.
 - Claimant's statement of facts concerning the damage.
 - Claimant's itemized listing of the amount claimed, including estimated values of equipment before damage.
 - Witness statements if available.
- Incident personnel managing the equipment are responsible for documenting the damage and initiating the investigation. The extent of the investigation should be appropriate to the complexity and/or amount claimed. The investigator shall avoid conclusions and opinions and shall only present observations and facts. The investigation report should include the following items:

- Description of the damage and circumstances leading to the damage; including location of the area, sequence of events, weather, and road conditions.
- Law enforcement investigation report if applicable.
- List of witnesses and statements.
- Sketches, maps, diagrams, or photographs of the scene or equipment.
- Incident personnel having knowledge of potential claims should provide information to the PROC or contracting officer.
- Incident personnel sign and record the date the claim was received. This is the only information entered. Incident personnel may not complete any information for the claimant.
- Claims may be submitted to the PROC, incident agency, or contracting officer. The claim does not have to be completed at the incident. Contractors intending to file a claim should so note in block 22 of the Emergency Equipment Use Invoice, OF 286, to protect the right to file.

EERA and IBPA Claims Settlement

- EERA claims can be settled by the original signing procurement officer or successor at the incident, including PROCs, buying team members, buying team leaders, and contracting officers with the appropriate procurement authority.

Payments

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

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

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

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

Emergency Equipment Rental Agreement (EERA) and Incident Blanket Purchase Agreement (IBPA)

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

- Documented proof the equipment was ordered in accordance with agency procedures. If the order originates through an automated resource ordering system, the resource order number is required. A detailed report from the automated system may be requested at a later date for audit purposes (Exhibit 21). If the order does not originate through an automated system, then a copy of the resource order is necessary.

- Copy of the Emergency Equipment Rental Agreement (EERA), OF 294 or Incident Blanket Purchase Agreement (IBPA), SF 1449.
- Original Emergency Equipment Shift Tickets, OF 297, vendor provided daily work sheet, or other documents provided by incident.
- Original Emergency Equipment Use Invoice, OF 286, or original commercial vendor invoice (indicate incident name, number, resource order number, agreement number, and government representative signature).
- Emergency Equipment Fuel and Oil Issue, OF 304, (if deductions are made) or a log with approving official legible signature included.
- Copy of the Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF 296, or other appropriate form.
- Repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment.

National Contracts

National contracts such as mobile food and showers are issued through the Forest Service at NIFC and payments are made by the Forest Service Incident Finance Branch at the Albuquerque Service Center, regardless of incident agency. Payment procedures are set forth in the contracts which can be requested at: https://www.fs.usda.gov/business/incident/logistics.php?tab=tab_l#fioo.

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

Exhibits

- [Exhibit 19– Equipment and Method of Hire National Standards](#)
- [Exhibit 20 - Sample Report from Automated Dispatch System](#)
- [Exhibit 21 – Emergency Equipment Rental Agreement, OF 294](#)
- [Exhibit 22 – Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF 296](#)
- [Exhibit 23 – Emergency Equipment Shift Ticket, OF 297](#)
- [Exhibit 24 – Emergency Equipment Use Invoice, OF 286](#)
- [Exhibit 25 – Emergency Equipment Fuel and Oil Issue, OF 304](#)
- [Exhibit 26 – Emergency Equipment Rental Use Envelope, OF 305](#)
- [Exhibit 27 – Solicitation/Contract/Order for Commercial Items, SF 1449](#)
- [Exhibit 28 – Incident Demobilization Vehicle Safety Inspection, ICS-212](#)
- [Exhibit 29 – Commercial Rental/Service Envelope](#)
- [Exhibit 30 – *Emergency Facilities & Land Use Agreement*, PMS 902-2](#)

1 **Exhibit 19 — 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 Centers for Disease Control and Prevention (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 staff (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
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
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
Bus, Shuttle	Van Chassis, 18-32 Passengers	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
Chainsaw Repair Service	On-site chainsaw repair	Reference national solicitation template for minimum specifications (Mobile Chainsaw Repair).	Daily Wet With operator	S	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Chipper	Woodchipper	Type 1 — 18 inch minimum diameter capacity Type 2 — 13-17 inch diameter capacity Type 3 — 9-12 inch maximum diameter capacity Additional Requirements: (a) All types must be designed by manufacture to be hand fed. (b) All types must have a minimum of a 3-person crew and be equipped with an in-feed mechanism that operates in forward, reverse and stop modes. (c) Chippers may operate with only a 2-person crew, however, the chipper must be ordered and documented on the resource order that two personnel are acceptable. Specify: self-propelled or tow-behind.	Daily Wet With 3 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	No	Y
Copier	Paper copier, black and white or color	May need: Collator/Sorter, Stapler. Specify delivery costs.	Weekly / Monthly Plus rate per copy	No	Y
Crash Rescue (Aircraft)	Aircraft Rescue and Firefighting (ARFF) Apparatus	Consult with air operations personnel for equipment requirements. May reference national solicitation template (Water Handling) for language.	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. 240+ HP + 60,000lbs min base weight Type 2 — Min. 150 — 250 HP + 35,000lbs min base weight Type 3 — Min. 99 — 165 HP + 20,000lbs min base weight Type 4 — Min. 50 -110 HP + 10,000 labs min base weight 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
Emergency Medical Responder	Line-qualified with medical kit and transportation	Typing: EMTB, EMTF, AEMT, AEMF, EMTP, EMPF EERA should specify who will pay for restocking consumables used, transportation, and state specific qualifications. Personnel swap-out should not be compensated by the incident. Refer to the national solicitation template specifications (Emergency Medical Responder).	Daily Wet With operator	S	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

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Excavator	Crawler mounted hydraulic excavators	Type 1 — 160+ HP + 50,000 lbs min base weight Type 2 — 111+ HP + 30,000 lbs min base weight Type 3 — 81+ HP + 20,000 lbs min base weight Type 4 — 60+ HP + 15,000 lbs min base weight 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, 2 saws per faller, and 4-wheel drive/ all-wheel drive transportation)	2 saws (per faller): 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	(Basic, Intermediate, or Advanced) 1 Faller Unit (qualified faller, 2 saws, 4-wheel drive/ all-wheel drive transportation)	2 saws: 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
Feller Buncher	Machine to fall and cut trees	Type 1 — 226 HP and greater and minimum 20" single cut capacity Type 2 — 160 HP to 225 HP Specify: Tracked or Rubber-Tired (wheels), processing head (bar saw, rotating disc saw, harvester/processing) & cutting capacity needed 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

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Food Service, Catering	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 (reference national contract meal specifications).	Per meal (breakfast, lunch, dinner) Plus mileage Plus relocation fee (only if applicable)	No	Y
Forklift		Consider commercial rental contract/credit card; Regular or All-Terrain. Reference: Template available for Forklift and Forklift with Telehandler	Daily / Weekly Without Operator	No	Y
Forwarder	Like a truck. Off-road rubber tired, articulated machine with log bunks used to move logs	Type 1 — Minimum 14 ton Type 2 — Minimum 8 ton Ordering options: With/without tracks	Daily, Plus Delivery/Pickup fee Wet With Operator	S	N
Fuel Tender	Fuel truck used as a fuel station at incidents	Gas — Unleaded/Diesel/Lubricant Vendor's fuel price can be negotiated at time of hire and should reflect all applicable taxes and rounded to the nearest whole cent. Fuel price adjustments should be negotiated with Contracting Officer (CO). Vendor must accept credit cards at the incident. Vendor should be capable of logging usage via Fuel/Oil Issue or a spreadsheet. Type 1 3501+ gallons Type 2 2501 — 3500 gallons Type 3 500 — 2500 gallons Reference national solicitation template (Fuel Tender) for minimum specifications.	Daily Rate Wet With operator	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Generator	Portable electricity generator	Consider commercial contract/credit card; Specify minimum KW; consider distribution cables and supplies are needed.	Daily / Weekly / Monthly Dry Without Operator	No	Y
Handwash station, Portable	Plastic sink units with foot pump	Consider commercial rental contract/credit card; Single or multiple sink units. Reference AIMS Solicitation for minimum specifications (Portable Toilets and Handwashing Stations).	Daily Plus service charge (specify frequency of service) and mileage	No	Y
Handwash 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	No	Y
Heavy Equipment Task Force	A combination of heavy equipment under one supervisor	Base Order 5 pieces of equipment (NTE 6 pieces) One leveling Feller Buncher One rubber-tired Skidder One Type II Dozer or Type III Dozer equipped with a 6-way blade (PAT) or manual angle with hydraulic tilt. One drop tank Skidgine or Pumpercat capable of skidding logs OPTION 1: Excavator; minimum horsepower 85 OPTION 2: Boom-Mounted Masticator	Daily with mileage (mobilization plus retained transport) Wet	S/D	N

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 specifications (Mobile Laundry).	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		Two categories: Light Automotive and Truck OR 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
Pumper Cat	A crawler tractor with dozer blade, tank, and pump	Type 1 — Minimum 200+ HP, 500+ gal Type 2 — Minimum 100-199 HP, 300+ gal Type 3 — Minimum 60-99 HP, 200+ 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
REMS/ RATS		<p>Reference: Template available for REMs with detailed specifications, (all team members shall meet or exceed NFPA 1006)</p> <p>Type 1 Rope Rescue Technicians (4) OR 2 Rope Rescue Technicians (2) and Rope Rescue Operations Equivalent (2)</p> <p>Type 2 Rope Rescue Technicians (2) and Rope Rescue Operations Equivalent (2)</p> <p>Type 3 Rope Rescue Technician (1) and Rope Rescue Operations Equivalent (1)</p>	<p>Daily Wet With operator</p>	S	N
Road Grader	Used for road maintenance or rehabilitation	<p>Type 1 165+ HP Type 2 120 — 164 HP 12-foot mold board minimum</p> <p>Special Requirements: specify on the resource order if needed additional features (4-wheel drive, 14-foot mold board, or rippers)</p> <p>Reference National Solicitation for minimum specifications (Misc Heavy Equipment).</p>	<p>Daily Wet With operator Plus mileage rate for Mob/Demob (Transport)</p>	S/D	N
Skidder	Used for moving logs	<p>Type 1 — 176+ HP Type 2 — 100-175 HP Type 3 — 60-99 HP</p> <p>Can be ordered with different grapple configurations or with winch line</p> <p>Reference national solicitation template for minimum specifications (Misc Heavy Equipment).</p>	<p>Daily, plus mileage rate for Mob and Demob (Transport) Wet With operator</p>	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Skidgine	A rubber-tired Skidder with a tank and pump	Type 1 — 50 gpm @ 100 psi, 1200 + gal Type 2 — 50 gpm @ 100 psi, 800-1199 gal Type 3 — 30 gpm @ 70psi, 400-799 gal Type 4 — 30gpm @ 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
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.	Specify gallon requirements.	Daily / Weekly / Monthly	No	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Tent / Canopy	Tent (synonymous with yurt): Fully enclosed area for personnel. Complete package including all equipment and on-site support to provide a contained space with insulated walls, insulated ceiling, flooring, temperature control, power source, power distribution, outlets, and lighting	<p>Tent:</p> <p>Tent System must fall within the following range:</p> <p>Type 1 — 1001-1300 square feet (example 23' x 60')</p> <p>Type 2 — 701-1000 square feet (example 23' x 42')</p> <p>Type 3 — 501-700 square feet (example 19' x 35')</p> <p>Type 4 — 200-500 square feet (example 20' x 20', 20' octagon)</p> <p>Reference national solicitation template for minimum specifications (Tent).</p>	Daily rate not including additional items if ordered. Mileage rate paid for delivery/pickup	No	Y
Toilet, Portable		<p>Regular portable</p> <p>ADA compliant</p> <p>Establish servicing requirements</p> <p>Reference AIMS Solicitation for minimum specifications (Portable Toilets and Handwashing Stations).</p>	Daily Additional fees for servicing and relocation	No	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Tractor — Plow		Type 1 — Min. 240 HP and greater + 60,000 lbs min base weight Type 2 — Min. 150 HP — 250 HP + 35,000 lbs min base weight Type 3 — Min. 99 HP — 165 HP + 20,000 lbs min base weight Type 4 — Min. 50 HP — 110 HP + 10,000 lbs min base weight Reference national solicitation for minimum specifications (Heavy Equipment).	Daily Wet With operator	S/D	N
Trailer, Clerical Support	Clerical support for copying, scanning, etc.	Includes photocopier, scanner, printer, plotter, etc. Reference national solicitations for minimum specifications (Clerical Support Unit).	Daily / Weekly / Monthly With operator Plus rate per copy	N/A	Y
Trailer — Communications	Trailer equipped with programmable radios	Refer to national solicitation template for specifications (Communications Trailer).	Daily / Weekly / Monthly Wet With operator	No	Y
Trailer — GIS	Mobile unit for providing GIS services	Reference national solicitation template for specifications. (GIS Unit).	Daily / Weekly / Monthly Wet With operator	No	Y
Trailer — Helicopter Operations Support	Mobile unit to support helicopter operations	Internet service should be included. Refer to national solicitation template for specifications. (Helicopter Operations Support Trailer).	Daily / Weekly / Monthly Wet With operator	No	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Trailer-Mobile Office	Vacant job shack type trailer with HVAC and steps	These are also available through GSA Schedules.	Monthly MOD/DEMOB Without operator	No	Y
Trailer-Mobile Sleeper Unit	Mobile unit to provide sleeping accommodations	Type 1: 40 to 48 Berths SLP1 Type 2: 21 to 39 Berths SPL2 Type 3: 4 to 20 Berths SPL3 Reference national solicitation template for specifications. (Mobile Sleeper Unit).	Daily Wet With operator(s)	No	Y
Transportation — Vehicle, All-Terrain (ATV) & Utility Terrain Vehicle (UTV)		Categories: MVR 1: Side by Side (UTV) (2-3 seats or 4-6 seats) MVR 2: Advanced Scout Vehicle (2-3 seats) MVR 3: ATV Helmets may need to be included in rental. Consult local unit for specifications and approval to rent. Reference AIMS Solicitation for minimum specifications (ATV/UTV).	Daily/Weekly/Monthly Dry Without Operator	No	Y
Transportation, Boat		Must meet U.S. Coast Guard and State requirements.	Daily Wet With operator	S	N
Transportation, Golf Cart	Small powered cart	Consider commercial contract/credit card. Consult local unit for specifications and approval to rent.	Daily / Weekly / Monthly Dry Without operator	No	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
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 I-BPA template).	Mileage or minimum daily guarantee Wet With operator (Reduce rate to 65% if operator also operates the equipment being hailed)	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 NERV, GSA's 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	No	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Transportation, Vehicle w/ Driver	From owner/operators	<p>Categories:</p> <p>Sport Utility Vehicle: minimum 5 passenger, 2-wheel and 4-wheel drive Passenger Van: 7-9 passenger, 2-wheel and 4-wheel drive</p> <p>Pickup, Type 1: GVWR of 8,501 lbs. to 19,500 lbs., minimum 72-inch bed length, maximum bed length 12'</p> <p>Pickup, Type 2: GVWR of 6,001 to 8,500 lbs., minimum 66-inch bed length</p> <p>Pickup, Type 3: GVWR up to 6,000 lbs., minimum 60-inch bed length</p> <p>Stakeside, Type 1: GVWR 14,001 lbs. to 26,000 lbs., Stakeside, Type 2: GVWR 10,001 lbs. to 14,000 lbs., Refer to the national solicitation template for minimum specifications. (Vehicle with Driver).</p>	<p>Daily Plus mileage Wet With operator</p>	S	N
Truck, Gray Water		<p>Type 1 — 4000+ gal Type 2 — 2500-3999 gal Type 3 — 1000-2499 gal Type 4 — 400-999 gal</p> <p>Must comply with state and local laws Refer to the national solicitation template specifications. (Potable Water/Gray Water/ Handwash Station).</p>	<p>Daily Wet With operator Contractor must pay own permit fees Contractor reimbursed for disposal fees unless the government provides a disposal site</p>	S	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Truck, Potable Water	Provides drinking water.	Type 1 — 4000 + gal Type 2 — 2500-3999 gal Type 3 — 1000-2499 gal Type 4 — 400-999 gal Must meet state and local certification requirements Government may provide potable water or reimburse fees. Reference national solicitation for minimum specifications (Potable & Gray Water Truck/Handwash Station).	Daily Wet With operator	S/D	N
Truck/Trailer — Refrigeration	Refrigeration Truck	Categories: Refrigeration Truck Refrigeration Trailer Type 1 — 43+ ft., Type 2 — 29-42 ft., Type 3 — 24 ft. OSHA compliant stairs Included. Also available on GSA Schedule.	Daily / Weekly / Monthly Plus mobilization cost No operator Dry	No	Y
Water Tender — Support	Used in a support role as a fire engine refill unit or for dust abatement.	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).	Daily Wet With operator	S/D	N

1 Exhibit 20 — Sample Report from Automated Dispatch System

RESOURCE ORDER		Initial Date/Time		2. Incident / Project Name				3. Incident / Project				Financial Codes				
EQUIPMENT		03-12-2021 1342 MST		Pine				MT-MCD-000021				ABC1 [P] PNABC1 (1522)				
5. Descriptive Location 13 miles SE of Miles City, MT				6. TWN		RNG		SEC		Base MDM		8. Incident Base / Phone Number				
				9N		46E		SN50		Montana, MT		MCC Dispatch 406-233-2900 MCC Email mtmccc@firenet.gov				
				LAT. 46° 33' 56" N								10. Ordering Office				
				LONG. 105° 57' 55" W								Miles City Interagency Dispatch Center				
11. Aircraft Information																
Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards									
343.88°	9	HTN		Air to Air	MCC2 A/A 133.5150	RAP										
348.43°	11	MLS		Air to Ground	MCC2 A/G 13 167.4250	MLS										
42.80°	29	FOR		GroundToGround	Miles City Direct RX: 165.1000, TX: 169.6210 108.8	BIL										
				Repeater	USFS Home Creek RX: 170.4125, TX 163.9125 142.2											
12. Request Number																
Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
E-1 2021-03-12 1357 MST	MCC Dispatch 406-233-2 900	MT-MCC	1	Dozer, Type Any	2021-03-13 0700 MST	MT- MCD-2100 01	MT-MCC	MT-MCC	2021-03-12 1410 MST	MT-MCD	DoRight Construction Dozer 31	M	2021-03-12 1900 MST	2021-03-12 2130 MST	2021-03-15 1230 MST	MT-MCD
Travel mode G	Financial Code ABC1		Named Request		Special needs							Navigation/Reporting Instructions				
												Highway 101 to mile marker 42, then turn South onto County Road 2375 for 2.5 miles to ICP.				
E-2 2021-03-12 1417 MST	MCC Dispatch 406-233-2 900	MT-MCC	1	Engine, Type 6	2021-03-12 2000 MST	MT- MCD-2100 01	MT-MCC	MT-GFC	2021-03-12 1421 MST	MT-HNF	John Doe Enterprises Engine 696	M	2021-03-12 1600 MST	2021-03-12 2000 MST	2021-03-15 0700 MST	MT-HNF
Travel mode G	Financial Code ABC1		Named Request		Special needs							Navigation/Reporting Instructions				
					Resource needs foam capability.							Highway 101 to mile marker 42, then turn South onto County Road 2375 for 2.5 miles to ICP.				
E-3 2021-03-12 1425 MST	MCC Dispatch 406-233-2 900	MT-MCC	1	Tender, Water (Support), Type 2	2021-03-12 2000 MST	MT- MCD-2100 01	MT-MCC	MT-MCC	2021-03-12 1428 MST	MT-MCD	DoRight Construction Water Tender 24	M	2021-03-12 1500 MST	2021-03-12 1700 MST	2021-03-15 0800 MST	MT-MCD
Travel mode G	Financial Code ABC1		Named Request		Special needs							Navigation/Reporting Instructions				
					Double shifted - requires two operators.							Highway 101 to mile marker 42, then turn South onto County Road 2375 for 2.5 miles to ICP.				

1 **Exhibit 21 — Emergency Equipment Rental Agreement (EERA), OF 294**

EMERGENCY EQUIPMENT RENTAL AGREEMENT				PAGE <u>1</u> OF <u>10</u>																					
1. Procurement agency: a. name & address Helena-Lewis and Clark National Forest 1220 38th Street North Great Falls, MT 59405 b. Phone # 406-791-7700 c. Fax # 406-791-1972		2. Agreement # (must appear on all documents relating to this agreement): 120343XXK5161 3. Effective dates of agreement a. beginning 08/05/20XX b. ending _____ c. <input checked="" type="checkbox"/> end of incident 5. Incident name Bad Bear Incident # MT-LNF-000056																							
4. Contractor: a. name & address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085 b. DUNS # 123456789 c. email address duddly@dorightconstruction.com d. Phone # (day): 406-564-3146 Phone # (night) 406-564-9167 Cell phone # 406-565-4467 Fax # 406-564-5198		6. Point of hire (location when hired if different than block 4): White Sulphur Springs, MT 7. Ordering dispatch center MT-GDC 8. The work rate is based on all operating supplies being furnished by: <input checked="" type="radio"/> Contractor (wet) <input type="radio"/> Government (dry) 9. Operator furnished by: <input checked="" type="radio"/> Contractor <input type="radio"/> Government																							
10. Item/resource description (include VIN, make, model, year, serial #, accessories or other identifying features): Dozer, Caterpillar Model D&C SN:47A19652 with transport		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">11. # of operators per shift</th> <th style="width: 15%;">12. Hourly/daily/mileage/shift basis (single/double) Rate Unit</th> <th style="width: 15%;">13. Special Rate Unit</th> <th style="width: 15%;">14. Guarantee</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">\$1,534.00 day</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">\$3.00 mi</td> <td style="text-align: center;">\$585.00</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				11. # of operators per shift	12. Hourly/daily/mileage/shift basis (single/double) Rate Unit	13. Special Rate Unit	14. Guarantee	1	\$1,534.00 day					\$3.00 mi	\$585.00								
11. # of operators per shift	12. Hourly/daily/mileage/shift basis (single/double) Rate Unit	13. Special Rate Unit	14. Guarantee																						
1	\$1,534.00 day																								
		\$3.00 mi	\$585.00																						
15. Special provisions: a) General clauses to the EERA OF-294 are attached hereto and incorporated herein by reference. Wage Determination 1995-0221 rev XX is incorporated. Transport will be paid mileage or min. guarantee not both and transport is reduced to 65% of \$900.00 for single operator.																									
16. Contractor's or authorized agent's signature /s/ Duddly DoRight		17. Date 08/05/20XX		18. Print name and title Duddly DoRight, Owner																					
19. Contracting officer's signature /s/ Wright Price		20. Date 08/05/20XX		21. Print name and title Wright Price, Contracting Officer Warrant: FS000395 Phone # 406-761-7700																					

Original to payment center; copy in documentation box.

Optional Form-294 (REV 1/18)
USDA/USDI

CLEAR

PRINT

- 2 General Clauses to Form OF 294 can be found at:
- 3 https://www.fs.usda.gov/business/incident/buyingteam.php?tab=tab_b.

1 Exhibit 22 — Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF 296

VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST

GENERAL EQUIPMENT INFORMATION			
1. INCIDENT NAME/NO.		2. RESOURCE ORDER NO.	
3. CONTRACTOR NAME			
4. AGREEMENT NO.		5. EXPIRATION DATE	
6. MAKE/MODEL		7. EQUIPMENT TYPE	
8. VIN/SERIAL NO.		9. LICENSE NO./STATE	
Section I—HEAVY EQUIPMENT			Acceptable
			YES NO
1. ROPS, roll-over protection system: Manufacturer-approved system secured to mainframe of tractor. Must include approved seat belts.	*		
2. Gauges and lights: mounted and function properly.			
3. Battery: check for corrosion, loose terminals, and hold downs.			
4. Engine running: check oil pressure, knocks and leaks.			
5. Sweeps, deflectors, safety screens.	*		
6. Steering components: tight, free of play.	*		
7. Brakes: damaged, worn or out of adjustment.	*		
8. Exhaust system: equipped with a USFS-qualified spark arrester unless turbocharged.	*		
9. Fuel system: free of leaks and damage.	*		
10. Cooling system: full, free of leaks and damage.	*		
11. Fan and fan belts: check for proper tension. No fraying/cracks.			
12. Engine support, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf.	*		
13. Belly plate, radiator guards: securely mounted and free from debris.	*		
14. Final drive, transmission and differential: check for dripping.			
15. Sprocket and idlers: crack in spokes, sharp sprocket teeth, no welds.			
16. Tracks and rollers: no broken pads, loose rollers, broken flanges.	*		
17. Dozer and assembly: trunnion bolts missing, cracks.	*		
18. Rear hitch (drawbar): serviceable, safe.			
19. Body and cab condition: describe dents and damage.			
20. Equipment cleanliness: all areas free of flammable materials, noxious weeds, and invasive species.			
21. All hydraulic attachments: operate smoothly and all cylinders hold at extension; hose, lines, and pumps have no excessive wear and/or leaks.			
22. Backup or travel alarm (minimum 87 db).	*		
23. Oil level and condition: full and clean.			
Section II—ATTACHMENTS/PUMP/CHAINSAW/OR OTHER (Specify) _____			Acceptable
			YES NO
1. No missing/broken components, no loose hardware.			
2. Sufficient fluid levels (oil, coolant, etc.)			
3. Cutting bar: straight, chain in good condition.			
4. Cutting teeth: sharp, good repair.			
5. Pump: builds pressure, no water or oil leaks.			
6. Engine starts, idles, and shuts off with switch.			
Section V—REMARKS (Describe all unsatisfactory items and identify by line number)			

10. PRE-USE INSPECTION			
<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected			
MILES/HRS _____	DATE _____	TIME _____	
Inspector's printed name _____		Title _____	
Inspector's signature _____			
Section III—LIABILITY			
The purpose of this checklist is to document pre-existing vehicle/equipment condition and to determine suitability for incident use. I hereby acknowledge full responsibility and liability for the operation and mechanical condition of the vehicle/equipment described herein.			
Operator's printed name _____		Title _____	
Operator's signature _____		Date _____	
Section IV—TRANSPORT OR SUPPORT VEHICLES			Acceptable
			YES NO
1. "DOT" or CVSA inspection in the last 12 months (if required).	*		
2. Gauges and lights: mounted and function properly.	*		
3. Seat belts: operate properly for each seating position.	*		
4. Glass and mirrors, no cracks in vision.	*		
5. Wipers, washers, and horn operate properly.	*		
6. Clutch pedal: proper adjustment (if applicable).			
7. Cooling system: full, free of leaks and damage.			
8. Fluid levels (e.g. oil) and condition: full and clean.			
9. Battery: check for corrosion, loose terminals and hold downs.			
10. Fuel system: free of leaks and damage.	*		
11. Electrical system: alternator and starter work.			
12. Engine running: check oil pressure, knocks, and leaks.			
13. Transmission: check for leaks.			
14. Steering components: tight, free of play.	*		
15. Brakes: damaged, worn or out of adjustment.	*		
16. 4-Wheel drive: check transfer case, leaks (if applicable).			
17. Drive line U-joints: check for looseness.			
18. Suspension systems: springs, shocks, other.	*		
19. Differential(s): check for leaks.			
20. Exhaust system: no leaks under cab or before turbo.	*		
21. Frame condition, body/bed properly attached.	*		
22. Tires/wheels (including spare and all changing equipment) sufficient load rating, tread depth, no major damage.	*		
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23.			
24. Emergency equipment required.	*		
Fire extinguisher _____ Spare fuses _____ Reflectors _____			
25. Operator(s) properly licensed. † Expiration Date _____			
State _____ License No _____		Class _____	
Endorsement _____		Med. Cert. Expiration Date _____	
11. RELEASE			<input type="checkbox"/> No Damage/No Claim
MILES/HRS _____	DATE _____	TIME _____	
Operator's printed name _____		Title _____	
Operator's signature _____		Date _____	
Inspector's printed name _____		Title _____	

Contractor _____ Resource Order No. _____

* Safety Item—Do not accept until brought into compliance

† Include information for additional operators in REMARKS section.

SEE SUPPLEMENTAL INFORMATION ON BACKSIDE OF CONTRACTOR COPY

7540-01-120-0607
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 rearmost part of the bus in excess of 6" for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit).
- Any leak at any point forward of or directly below the driver and/or sleeper compartment.

21. Frame (393.201)

- Any cracked, broken, loose or sagging frame member.
- Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- Any condition that causes the body or frame to contact the tire or wheel assemblies.

22. Tires and Wheels (393.75, 393.205)

- Any body ply or belt material exposed through tread or sidewall.
- Any tread or sidewall separation.
- Any cut exposing ply or belt material.
- Tread depths less than 4/32" on steering axle.
- Less than 2/32" on any other axle.
- Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- Any tire not properly inflated or any overloaded tire.
- Any tire that comes in contact with any part of the vehicle.
- Any tire marked "Not for Highway Use".
- Wheels or rims shall not be cracked or broken.
- Stud or bolt holes on the wheels shall not be elongated.
- Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use.
- Spare fuses or other overload protective device.
- Warning devices for stopped vehicles.

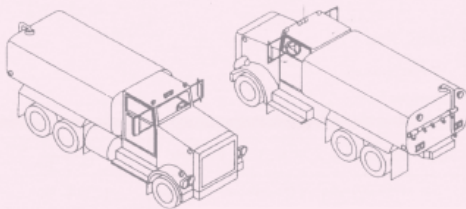
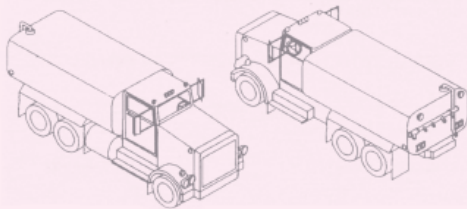
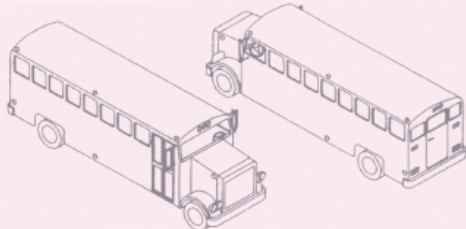
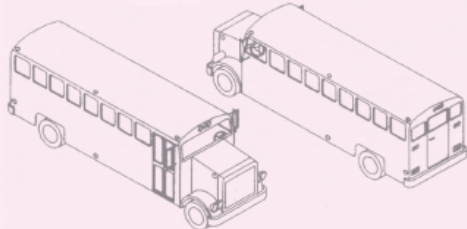
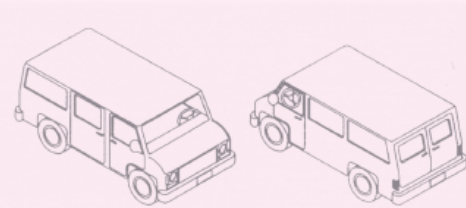
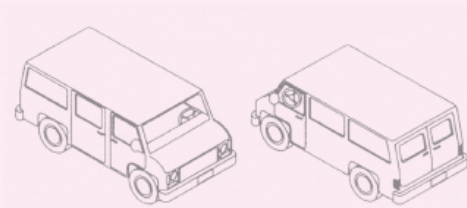
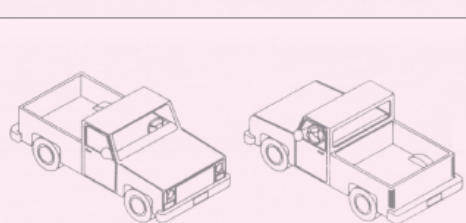
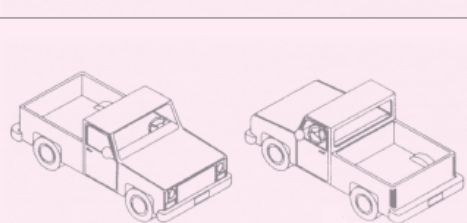
25. License (383.23, 391.41)

- No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates.
- Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified.

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

The inspector shall inspect for compliance with the FMCSA, State and Local laws and regulations. Therefore, the Inspector must ACCEPT or REJECT all equipment he/she inspects.

Section IV, Item 23 - Truck, Bus, Van, Pickup, Body Condition Inspection	
Pre-Use Inspection	Release Inspection
	
	
	
	
Remarks	

Form Use and Distribution**Pre-Use Inspection**

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

Release

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

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

Inspector returns “Contractor Copy” to Operator and **immediately** sends “Finance Copy — Release” and “Inspector Copy” to the Finance section.

1 Exhibit 23 — Emergency Equipment Shift Ticket, OF 297

Emergency Equipment Shift Ticket							
1. Agreement Number:		2. Contractor/Agency Name:		3. Resource Order Number:			
4. Incident Name:		5. Incident Number:		6. Financial Code:			
7. Equipment Make/Model:		8. Equipment Type:		9. Serial/VIN Number:		10. License/ID Number:	
11. If applicable check and complete the following boxes. Use MILITARY TIME and/or real odometer reading.							
12. Transport Retained? Yes <input type="checkbox"/> No <input type="checkbox"/>							
Equipment							
13. Is this a First/Last Ticket? (Check if yes)		14. Miles <input type="checkbox"/> Hours <input type="checkbox"/>		Blocks 19-20 Special Rates, indicate type and quantity (ex: 1 Day)			
Mobilization <input type="checkbox"/> Demobilization <input type="checkbox"/>		(Applies to blocks 16-18 below)					
15. Date	16. Start	17. Stop	18. Total	19. Quantity	20. Type	21. Note Travel/Other remarks	
Personnel							
22. Date	23. Operator Name (First & Last)	24. Start	25. Stop	26. Start	27. Stop	28. Total	29. Note Travel/Other remarks
30. Remarks – Provide details of any equipment breakdown or operating issues. Include other information as necessary.							
31. Contractor/Agency Representative (Printed Name)				32. Contractor/Agency Representative (Signature)			
33. Incident Supervisor (Printed Name & Resource Order number)				34. Incident Supervisor (Signature)			

OPTIONAL FORM 297 (REV. 5/2024)
USDA/USDI

- 2 Instructions for completing the Emergency Equipment Shift Ticket, OF 297 can be found at:
 3 [https://www.nwcg.gov/training/job-aids/J-004/how-to-correctly-fill-out-emergency-equipment-shift-](https://www.nwcg.gov/training/job-aids/J-004/how-to-correctly-fill-out-emergency-equipment-shift-ticket)
 4 [ticket.](https://www.nwcg.gov/training/job-aids/J-004/how-to-correctly-fill-out-emergency-equipment-shift-ticket)

1 **Exhibit 24 — Emergency Equipment Use Invoice, OF 286****EMERGENCY EQUIPMENT – USE INVOICE**

1. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Great Falls, MT 59405 b. EIN/SSN 123456789					2. INCIDENT OR PROJECT NAME Bad Bear 3. AGREEMENT NUMBER (from OF-294) 120343XXK5161 4. EFFECTIVE DATES OF AGREEMENT a. beginning 08/05/20XX b. ending End of Incident						
5. EQUIPMENT (list make, model, serial number, etc.) Dozer, Caterpillar Model D&C SN:47A19652 with transport					6. POINT OF HIRE (location when hired) White Sulphur Springs, MT 7. DATE OF HIRE 08/05/20XX 8. TIME OF HIRE 0600						
9. ADMINISTRATIVE OFFICE FOR PAYMENT ASC B&F Incident Finance 4000 Masthead Street 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 20XX MO DA		14. WORK OR DAILY RATE a. UNITS WORKED (M/HR/DA) b. RATE c. AMOUNT		15. SPECIAL RATE a. UNITS WORKED (M/HR/DA) b. RATE c. AMOUNT		16. TOTAL AMOUNT EARNED (14c + 15c)		17. GUARANTEE		18. AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)	
08 05		1 da 1534.00 1534.00				1534.00				1534.00	
08 05				75 mi 3.00 225.00				585.00		585.00	
08 06		1 da 1534.00 1534.00				1534.00				1534.00	
08 06				103 mi 3.00 309.00				585.00		585.00	
19. CHARGE CODE P1B7CK				20. OBJECT CODE				23. GROSS AMOUNT DUE 4,238.00		24. ITEM 23 FROM PREVIOUS PAGE	
21. EQUIPMENT WAS <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: 8/6/20XX TIME: 1630				25. TOTAL AMOUNT DUE 4,238.00				26. DEDUCTIONS (attach statement) 322.05		27. ADDITIONS (attach statement)	
22. REMARKS \$322.05 Deduction for fuel Equipment was released in the same condition as hired.				28. NET AMOUNT DUE 3,915.95				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 RESERVED IN "REMARKS" BLOCK 22.			
30. CONTRACTOR'S SIGNATURE /s/ Duddley DoRight				31. DATE 8/6/20XX		32. RECEIVING OFFICER'S SIGNATURE /s/ Clock Watcher		33. DATE 8/6/20XX			
34. PRINT NAME AND TITLE Duddley DoRight, Owner				35. PRINT NAME AND TITLE Clock Watcher, EQTR							

NSN 7540-01-120-4062

50286-102

OPTIONAL FORM 286 (REV. 7-90) USDA/USDI

ORIGINAL: **FINANCE** CC: **CONTRACTOR, ORDERING OFFICE FILE COPY, EQUIPMENT TIME RECORDER**

- 2 Instructions for completing the Emergency Equipment Use Invoice, OF 286, can be found at:
- 3 [https://www.nwgc.gov/training/job-aids/J-002/how-to-correctly-fill-out-emergency-equipment-use-](https://www.nwgc.gov/training/job-aids/J-002/how-to-correctly-fill-out-emergency-equipment-use-invoice)
- 4 [invoice.](https://www.nwgc.gov/training/job-aids/J-002/how-to-correctly-fill-out-emergency-equipment-use-invoice)

1 **Exhibit 25 — Emergency Equipment Fuel and Oil Issue, OF 304**

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE						SEE COVER FOR INSTRUCTIONS
INCIDENT OR PROJECT NAME		OWNER OF EQUIPMENT: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Government				FINANCE ATTACH TO ISSUING AGENT'S OF-286 EQUIPMENT TIME RECORDER ISSUING AGENT RECEIVING AGENT'S COPY ORDERING OFFICE FILE COPY
Bad Bear		Name DoRight Construction E-1				
AGREEMENT NUMBER		TYPE OF EQUIPMENT		LICENSE OR IDENTIFICATION NUMBER		
AG-03KO-C-X-9295		Caterpillar Dozer D6C				
COMMODITY (CIRCLE APPROPRIATE ITEMS)		QUANTITY	UNIT	UNIT PRICE	AMOUNT	
REGULAR GAS UNLEADED GAS DIESEL		95	Gal	3.39	322.05	
OIL OTHER (specify)						
DATE AND TIME ISSUED		REMARKS			TOTAL	
8/5/XX 2000					322.05	
ISSUING AGENT'S SIGNATURE		PRINT NAME AND TITLE				
Splash Henderson		Splash Henderson, Fueler				
RECEIVING AGENT'S SIGNATURE		PRINT NAME AND TITLE				
Tanner Jones		Tanner Jones, Operator				
POSTED TO EQUIPMENT INVOICE (FINANCE USE ONLY): INITIALS		DATE				
NSN 7540-01-317-7366		OPTIONAL FORM 304 (7-90)				
50304-101		USDA/USDI				

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 PROC or BUYL) 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/oil/another 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 26 — 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 #: _____	
	CONTRACTOR			
	INCIDENT NUMBER		ORDERED BY	
	ARRIVED AT MOBILIZATION POINT/ICP			
	<i>Date</i>	<i>Time</i>	<i>Location</i>	
	OPERATOR(S)			
	RESOURCE			
	<i>Type</i>	<i>Size</i>	<i>Number (VIN, serial #)</i>	
	DATE RELEASED		TIME RELEASED	
	CONTRACTOR NAME:	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 <i>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.</i>		
EQUIPMENT TIME RECORDER		FINANCE SECTION CHIEF OR PROC		
<i>DATE</i>		<i>DATE</i>		
<i>PHONE #:</i> _____		<i>PHONE #</i> _____		
ADMINISTRATIVE OFFICE FOR PAYMENT				
<i>Office name:</i> _____				
FORWARDED FOR PAYMENT:				
<i>Date:</i> _____				
<i>Batch #:</i> _____				
INTERIM PAYMENTS:				
<i>Date:</i> _____ <i>Amt:</i> _____ <i>Batch #</i> _____				
<i>Date:</i> _____ <i>Amt:</i> _____ <i>Batch #</i> _____				
EQTR/PROC ongoing review:				
<i>Initials:</i> _____ <i>Date:</i> _____				
CLAIM PENDING				
<i>Ensure findings & determination documents are included (if available).</i>				
<i>Initials:</i> _____ <i>Date:</i> _____				

NSN 7540-01-317-7367
50305-102Optional Form-305 (REV 2/18)
USDA / USDI NFES 0004223 **Exhibit 27 — Solicitation / Contract/Order for Commercial Items, SF 1449**4 <https://www.gsa.gov/forms-library/solicitationcontractorder-commercial-items>5 **Exhibit 28 — Incident Demobilization Vehicle Safety Inspection (ICS 212 WF)**6 <https://www.nwcg.gov/publications/ics-forms>

1 **Exhibit 29 — 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)

2 **Exhibit 30 — *Emergency Facilities & Land Use Agreement*, PMS 902-2**3 <https://www.nwcg.gov/publications/pms902-2>

- 1 **Chapter 21 Chapter 21**
- 2 **Chapter 22 Chapter 22**
- 3 **Chapter 23 Chapter 23**
- 4 **Chapter 24 Chapter 24**
- 5 **Chapter 25 Chapter 25**
- 6 **Chapter 26 Chapter 26**
- 7 **Chapter 27 Chapter 27**
- 8 **Chapter 28 Chapter 28**
- 9 **Chapter 29 Chapter 29**

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

AA responsibilities:

- Provide agency property management guidelines and/or procedures to incident personnel.

BUYL 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.

IC responsibilities:

- Establish and maintain a sound property management program for the incident.

Supply Unit Leader (SPUL) responsibilities:

- Order equipment and supplies; receive, store, and maintain an inventory of supplies; and service non-National Fire Equipment System (NFES) 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.

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

Incident Base Security/Storage

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

Property Receipting Procedures

Property and supplies may be furnished from various sources and reports of receipt must be made to the incident agency. Shipments are generally accompanied by a packing list, bill of lading, or other shipping document. The Supply Unit must verify items shipped are received and must, in all cases, note shortages, overages, and damages, and share this information with BUYT personnel or others as necessary. When shipments are not accompanied by documents, the receiving unit must inventory and acknowledge receipt on the Interagency Incident Waybill, OF 316 (Exhibit 31) or appropriate document. Any information available from shipping containers or persons making delivery must also be noted.

From Government Sources of Supply:

- Agency Caches and Warehouses — Acknowledge receipt on Interagency Incident Waybill, OF 316, or appropriate document.
- Other Agencies, State and Local — Use packing lists or other documents accompanying shipments to acknowledge receipt.

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

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

Identification

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

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

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

IMTs or BUYTs should create a separate tagging/tracking system for property procured or rented for the incident from commercial sources in order to facilitate the disposal of the property to the correct location at the end of the incident (e.g., a label containing item, value, resource request number, incident name, date purchased, and location for return).

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

Consumable Goods — Consumable goods are items normally expected to be consumed on the incident (e.g., batteries, MREs, plastic canteens, petroleum products). This property is not marked.

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

Property Accountability Controls

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

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

Issues, Transfers, and Returns — Property accountability may be documented on agency-specific property forms, IMT-specific forms, General Message (ICS-213), or another appropriate document.

- **Issues to Personnel** — The transfer of all durable and accountable property must be recorded at the time of issue. The Interagency Incident Waybill, OF 316 (Exhibit 31) or approved automated application may be used.
- **Transfers Between Personnel** — To transfer assigned property to another person on the incident, obtain and record the name of the individual to whom the property is being transferred, notify their supervisor, and give to the SPUL.
- **Transfers Between Crews** — To transfer a large quantity of property between crews, the crew supervisor shall ensure an accurate accounting of property is made, names of individuals accepting the property are recorded, and notification of the transfer is given to the SPUL.
- **Transfers Between Incidents** — When property is transferred directly from one incident to another, the SPUL will document all items to be released. The documentation should consolidate groupings of similar items (e.g., supplies, equipment), and must include the following:
 - NFES number
 - Item Number
 - Quantity

- Description
- Property number if the property is accountable or trackable
- Receiving incident name, incident order number, and resource order/request number
- The SPUL shall report the transfer(s) to the incident agency and to the servicing cache upon completion of the documentation. This process for cache items may be facilitated through an automated program with the cache system.

The cache will credit the issuing incident for these items and assign them to the receiver. The fire loss/use report will then reflect accurate numbers for both incidents. Three copies of the documentation are required for: the incident agency (final incident package), the servicing cache, and the SPUL's records.

- Returns from Personnel — Items returned by incident personnel are inspected and compared with the quantities recorded on the original waybill document. Shortages or damages must be noted in the remarks section on the receipt form.

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

- Incident Replacement — Incident personnel may replace consumable items at the incident through the Supply Unit. These requests should be processed on an Incident Replacement Requisition, OF 315 (Exhibit 33) or other acceptable form [e.g., General Message Form (OF 213), Saw Parts Order]. These requests should be limited to items that are typically expected to be consumed within the timeframe of one incident (i.e., MREs, batteries, saw parts, bar oil). These items can be replaced at the incident, or the incident can approve an Incident Replacement Requisition, OF 315 (Exhibit 33) for replacement of items by a cache or at the home unit. Replacement of NFES items not carried by the cache supporting the incident (e.g., Wildland Firefighting Pants, Type II) must be authorized using an Incident Replacement Requisition, and the items should be replaced through the DLA wildland fire equipment program.
- Damage/Loss of Government Property — The incident agency should limit replacement to those items that are lost, damaged, or rendered unserviceable on the incident. The individual responsible for or assigned the property is responsible to document loss or damage on the Property Loss or Damage Report – Fire Suppression, OF 289 (Exhibit 35 or available electronically at <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 initiating the form and obtaining support/signature of the incident supervisor. Include witness statements or backup documentation as necessary. The form is then submitted to the COMP or FSC for incident-specific adjudication. Based on the Delegation of Authority, the final authorization of the claim may come from the FSC, INBA, or other individual as identified by the incident agency. Copies of all reports of loss or damage must be provided to the incident agency.
- Government Equipment — The home unit normally adjudicates government equipment (i.e., vehicles) damage/loss reports to ensure the correct accounting code is charged.

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

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

Replacement of non-standard items classified as government-issued personal protective equipment (PPE), tools, and required personal gear. These items fulfill safety requirements and firefighting crew/support standards outlined in the *Interagency Standards for Fire & Fire Aviation Operations*, Chapters 7 and 13. Chapter 7 allows for non-standard items to be purchased for fire suppression operations if a Job Hazard Analysis (JHA) or Risk Assessment (RA) are reviewed by unit Safety Officer and signed by appropriate line managers prior to any non-routine purchase or at the beginning of the fire season. Resources requesting replacement of non-standard items must provide a copy of a signed JHA or RA with request, which must include the Property Loss or Damage Report – Fire Suppression, OF 289 or equivalent form and supporting documentation. The incident agency will determine whether the replacement is approved and may require the damaged property be turned in before replacement is authorized. The process outlines in the “Damage/Loss of Government Property” bullet above will be followed.

Approved categories and examples:

Government-Issued Property	Examples
Personal Protective Equipment	Helmet, chinstrap, Nomex shirt, Nomex pants, leather gloves, goggles/safety glasses, earplugs/hearing protection, shroud, fire shelter
Fireline Hand Tools and Equipment (Complete)	Hand tools, chainsaws, blowers, etc.
Personal Gear	First Aid kit, headlamp, web gear/fire pack, canteen, sleeping bag, tent

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

- Contractor Property — Contractor-owned property (e.g., hose, fittings, PPE, tents) may not be replaced through incident supply. The contractor must document damaged or lost property and submit the claim through the PROC or Contracting Officer (CO) for a determination. Do not issue an Incident Replacement Requisition, OF 315, or a Property Loss or Damage Report – Fire Suppression, OF 289, to a contractor.
- Employee-Owned Property — Employee claims from regular federal government employees and federal casualties are covered under the Military Personnel and Civilian Employees Claims Act (reference Chapter 70). Do not issue an Incident Replacement Requisition, OF 315, or a Property Loss or Damage Report – Fire Suppression, OF 289, for an employee claim. Claims from state and local government employees are covered under applicable state regulations.

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

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

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

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

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

Clearance and Demobilization Procedures

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

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

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

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

Donations

The acceptance of gifts is guided by the incident agencies policies. Generally, Federal agencies may accept two types of donations:

- **Designated or Conditional** — are gifts, the acceptance of which is conditioned on adherence by the recipient to specific terms for the use and disposition of the gift that are set by the donor. These are for a specific purpose and are received for work within the agency's mission. These may be accepted. Designated donations received for work outside the agency's mission may not be accepted without the approval of the designated agency official. Examples of designated/conditional donations that may be accepted include monetary gifts for the maintenance of a specific campground. If the monetary donation is a general request for "planting more trees," that would have to be accepted by the designated agency official.

These types of donations typically do not apply during incident response activities.

- **Undesignated or Unconditional** — are gifts for which the donor has established no specific terms for use or disposition by the recipient. The line officer/ IC may accept these items on the agency's behalf. Examples include water, ice, sports drinks, and supply type items like lumber.

Donated funds may not be used to pay for events that are primarily social in nature, such as office holiday parties, purchase of business/ host cards, greeting cards, or travel and subsistence of non-government employees (unless performing a direct service to the government).

For more agency-specific information see USDA DR 5200-003 Gift Acceptance Policy (Dated 01/04/2018); BLM 1105 — Donations, Solicitation, and Fundraising (Public) (dated 11/19/2019); and NPS Director's Order #21: Donations and Philanthropic Partnerships.

Disposition of excess consumable supplies:

The first preference is to return all items to the cache system. Consumable supplies that cannot be returned to the cache system may be donated as excess personal property only to a public body without going through GSA (41 CFR § 102-36.320). A public body is any department, agency, special purpose district, or other instrumentality of a state or local government; any Tribe; or any agency of the federal government.

Recycling at Incident Base

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

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

Initiating recycling could include the following steps:

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

Exhibits

[Exhibit 31 – Interagency Incident Waybill, OF 316](#)

[Exhibit 32 – Buying Team Incident Waybill, PMS 902-1](#)

[Exhibit 33 – Incident Replacement Requisition, OF 315](#)

[Exhibit 34 – Property Loss or Damage Report Fire Suppression, OF 289](#)

1 **Exhibit 31 — 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)

[illegible]

7540-01-475-4306

OPTIONAL FORM 316A (4-2000)

50316A-101

COPY 1 - SHIPPER

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 SPUL at
5 an incident, the Cache Manager (FCMG) or delegate at an incident support cache.

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

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

9 Incident Name: Name of the incident.

10 Incident Number: Do not forget the state identifier.

11 Accounting/Management Code: Enter Fire Code or incident-specific financial code.

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

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

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

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

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

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

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

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

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

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

25 NFES Number: National Fire Equipment System assigned number.

26 QTY: Quantity

27 U/I: Unit of Issue

28 Item of Description: Name of the Item.

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

30 Medical waste must be transported to a licensed facility for proper disposal. Do not ship medical waste
31 to an incident cache. Recycling of plastics, cardboard, etc., is highly recommended and is the
32 responsibility of the incident.

1 **Exhibit 32 — Buying Team Incident Waybill, PMS 902-1**

2 <https://www.nwcg.gov/publications/pms902-1>

3 **Exhibit 33 — Incident Replacement Requisition, OF 315**

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

5 **Exhibit 34 — Property Loss or Damage Report – Fire Suppression, OF 289**

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

- 1 **Chapter 31 Chapter 31**
- 2 **Chapter 32 Chapter 32**
- 3 **Chapter 33 Chapter 33**
- 4 **Chapter 34 Chapter 34**
- 5 **Chapter 35 Chapter 35**
- 6 **Chapter 36 Chapter 36**
- 7 **Chapter 37 Chapter 37**
- 8 **Chapter 38 Chapter 38**
- 9 **Chapter 39 Chapter 39**

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.

IMT responsibilities:

- Ensure all incident business management requirements are met prior to closeout 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 AA may designate an Administrative Representative to monitor business management activities through visits to the incident site and support sites. Information on the AA's incident business management responsibilities can be found at: <https://www.nwcg.gov/committee/incident-business-committee>.

Business Management Briefing Package. As part of the briefing package, the AA should provide incident business management information and expectations to the IMT (refer to Appendix A for Sample Incident Business Operating Guidelines). The information should contain:

- Identification of the INBA or other agency personnel with administrative/fiscal oversight responsibilities. The INBA works under the direct supervision of the AA and in coordination with the IMT. The primary duty of the INBA is to provide the AA 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 INBA Field Reference can be found on the IBC web page found at: <https://www.nwcg.gov/committee/incident-business-committee>, under "Useful Resources."
- 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., BUYT, APT, and the requirements of each).
- Written guidelines regarding final incident package requirements and performance standards. Incident Finance Package (IFP) requirements should be provided to the IMT at the initial briefing to establish the documentation process for the incident. IFP guidelines can be found in the exhibits at the end of the chapter. These guidelines should be supplemented to meet the incident agency's needs while aligning with NWCG Finance Electronic Files Management standards.

- 1 • Incident management records policy and guidance can be found at
2 <https://www.nwcg.gov/committee/incident-planning-subcommittee>.
- 3 • Any other agency-specific issues, requirements, or information such as:
 - 4 ○ Potential claim areas
 - 5 ○ Cooperative and/or mutual aid agreements and contacts
 - 6 ○ Cost share criteria
 - 7 ○ Payment procedures
 - 8 ○ Military operations
 - 9 ○ Use of National Guard
 - 10 ○ Service and Supply Plan (Chapter 20)
 - 11 ○ Property Management Guidelines (Chapter 30)
 - 12 ○ Geographic Area Supplement (e.g., equipment rates, AD exception positions)
 - 13 ○ Recycling (Chapter 30)
- 14 • Incident records documentation (reference [https://www.nwcg.gov/committee/incident-planning-](https://www.nwcg.gov/committee/incident-planning-subcommittee)
15 [subcommittee](https://www.nwcg.gov/committee/incident-planning-subcommittee)).
 - 16 ○ Local cache items available (e.g., fax machines, coolers, chairs, phones)
 - 17 ○ Procedures and requirements for uploading the e-ISuite database to the National Data
18 Repository (<https://www.wildfire.gov/application/eisuite>)
 - 19 ○ Delegation of AD (casual) hiring authority, if appropriate
- 20 • Release of IMT. The AA should consider the business management requirements of the incident
21 when determining the release of the IMT. The Administrative Representative will coordinate a
22 closeout session with the Finance/Administration section, at which time the IFP will be
23 reviewed.

24 IMT Coordination

25 The FSC facilitates initial and continued contact with the incident agency Administrative Representative
26 regarding agency requirements and expectations, IFP, and closeout requirements.

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

34 Submission of the IFP in accordance with established guidelines is required prior to release of the IMT.

35 The IMT provides the Administrative Representative with a list of Finance/Administration and Logistics
36 section members' home unit addresses and telephone numbers.

37 The Finance/Administration section attends a closeout session scheduled by the Administrative
38 Representative to review the IFP. This meeting is in addition to the IMT closeout.

If the IMT is being released prior to the end of the incident, the incoming Finance/Administration section, the Administrative Representative, and the departing Finance/Administration section participate in a transition briefing. The outgoing IMT is responsible to ensure that all documentation, including payment packages, decision documents, and contractor performance evaluations, are complete prior to transfer of command per incident agency requirements.

BUYT Coordination

BUYTs are ordered by the incident agency and report to the AA or other designated incident agency personnel. BUYTs work with the local administrative staff to support the incident acquisition effort.

The geographic area determines the composition of BUYTs used internally. Each geographic area shall train and provide a minimum of one buying team for national dispatch. (Reference the *National Interagency Mobilization Guide*.)

The BUYL coordinates with the incident agency, expanded dispatch, and the IMT to ensure goods and services are purchased in accordance with incident agency policy. The BUYL maintains proper documentation in accordance with the Interagency Buying Team Guide (formerly PMS 315), <https://www.nwcg.gov/committee/incident-business-committee> and incident agency requirements. BUYTs maintain a log and report the purchase of accountable property to the incident agency.

BUYTs should not be utilized as de facto payment teams. Incident agencies should order an APT if the incident situation warrants.

Incident Information Technology Coordination

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

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

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

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

Other Team Coordination

During the course of the incident, the incident agency may utilize special teams (e.g., BAER, Prevention, Cost Review, Cost Apportionment, Fire and Aviation Safety Team [FAST], Investigation). The AA or their designee coordinates with the IMT and support units to assist in meeting the objectives of the special teams. Reference appropriate agency/interagency handbook for specific team responsibilities and expectations (e.g., BAER Handbook).

Exhibits

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

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

[Exhibit 37 – Procurement Unit Incident Finance Package Guidelines](#)

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

Exhibit 35 — Time Unit Incident Finance Package Guidelines

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

- Written narrative summarizing actions, and decisions of the TIME including documentation of outstanding items, unresolved issues, and problems. Provide recommendations for resolution.
- Logs: Originals of all logs (e.g., excess hour log, operational period logs).
- Documentation of excess hours worked, and mitigation measures approved by the IC.
- AD payment transmittal documentation.
- Incident Time Reports, OF 288.
 - 1. Crews:
 - File copies are to be grouped by crew, alphabetized within the crew, and labeled with crew name.
 - Copy of crew agreement if applicable.
 - 2. Single Resource:
 - Alphabetize file copies and label appropriately.
 - Ensure Single Resource Casual Hire Information is attached.
 - Ensure documentation supporting additions and deductions is attached.
- Attach CTRs to OF 288s.

Exhibit 36 — Compensation/Claims Unit Incident Finance Package Guidelines

This list may be used by the incident agency to identify the compensation for injury requirements for the IFP and may be amended to meet agency-specific requirements.

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

This list may be used by the incident agency to identify the claims requirements for the IFP and may be amended to meet agency-specific requirements.

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

Exhibit 37 — 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 PROC, 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 OF 305 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.

Exhibit 38 — Cost Unit Incident Finance Package Guidelines

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

1. Written narrative documenting actions and decisions of the Cost Unit Leader (COST).
2. Written documentation on all outstanding items, unresolved issues, problems, etc. Include recommendations for resolution.
3. Original cost reports showing daily cost estimate by major categories (personnel, equipment, aircraft, etc.).
4. Original daily cost estimates with supporting documentation. Sort chronologically.
5. Originals of cost analysis and cost savings measures.
6. Other documentation including computer-generated reports, graphs, and printouts.
7. Copies of cost share agreements.
8. Cost projections as appropriate.

- 1 **Chapter 41 Chapter 41**
- 2 **Chapter 42 Chapter 42**
- 3 **Chapter 43 Chapter 43**
- 4 **Chapter 44 Chapter 44**
- 5 **Chapter 45 Chapter 45**
- 6 **Chapter 46 Chapter 46**
- 7 **Chapter 47 Chapter 47**
- 8 **Chapter 48 Chapter 48**
- 9 **Chapter 49 Chapter 49**

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.

IMT 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).

FSC 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., FAA Air Traffic Control Services and NWS Incident Meteorological and Related Services) to the National Interagency Coordination Center (NICC) for inclusion as reference materials on the NICC website, <https://www.nifc.gov/nicc/logistics/references.htm>, 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 DOI, or the United States DoD.

The interagency agreement between the United States DOI, Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), National Park Service (NPS), Fish and Wildlife Service (FWS), and the United States Department of Agriculture, Forest Service (FS), provides the basis for cooperation between and among the agencies on all aspects of wildland fire management and in all-hazards emergency response function activities as requested and authorized under the Robert T. Stafford Disaster Relief & Emergency Assistance Act. The interagency agreement facilitates the exchange of

personnel, equipment (including aircraft), supplies, services, and funds among the federal agencies. A copy of this agreement can be found at <https://www.nifc.gov/nicc/logistics/references.htm>.

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

Agreements with Tribes

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

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

Agreements Between Federal, State Fire Organizations and Local Governments

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

In some states, city, county, and rural fire service organizations are considered state resources and are subject to the conditions in the state/federal agreement. Payments to these resources will be completed through the terms of the agreement with the state. City, county, and/or rural fire service organizations that are not considered state resources may have cooperative agreements with their local federal agency, provided statutory authority exists, and the terms of that agreement will be followed for payment.

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

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

Agreements with Foreign Government Entities

Foreign government agreements are completed at the national level and require specific authority. The agreements and relevant operating plans are located on the NICC website at <https://www.nifc.gov/nicc/logistics/references.htm>.

Cost Share Agreements for Multi-Jurisdiction Incidents

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

State Fire Management Assistance

Authority

Section 420 of the Stafford Act authorizes the President to provide financial support to states for wildland fire management through the FMAG program). Under the FMAG program, FEMA provides assistance, including grants, equipment, supplies, and personnel, to any state, Tribal, or local government specifically for the mitigation, management, and control of any fire on publicly or privately-owned forest land or grassland that threatens such destruction as would constitute a major disaster.

Process

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

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

In cases where a state has requested a FMAG declaration from FEMA, incident management personnel may be asked to help state personnel, or the Principal Advisor obtain information to support the state's request. Should an incident be declared a FMAG fire, the state and the IMT work together to ensure existing agreements and cost accounting procedures are adequate to provide a clear, supportable record of the state's share of incident costs. In most cases, the costs need to be identified by operational period.

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

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

IMTs should consider the following:

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

Military Involvement

Authority

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

Responsibility

The protocols for activating the military in support of fire emergencies occurring within the continental United States are provided in the *Military Use Handbook*. The direction contained in Chapter 10 and Chapter 20 provides the necessary information on the deployment and operational use of military resources. Chapter 100 provides incident business management guidelines and procedures.

The *Military Use Handbook* provides detailed information regarding agency personnel support staff interface with the military organization.

Modular Airborne Fire Fighting System (MAFFS)

The protocols for activating and utilizing the MAFFS for airtanker support during an emergency are outlined in the *National Interagency Standards for Resource Mobilization*, Chapter 50 Aircraft.

Military Costs and Billings

Obtain reimbursable military costs from the on-site military Officer-in-Charge and include in the remarks block on the Incident Status Summary, ICS-209. The DoD will be reimbursed for all their costs associated with incident support. Reference the appropriate agreement and the *Military Use Handbook* for reimbursement criteria.

- 1 **Chapter 51 Chapter 51**
- 2 **Chapter 52 Chapter 52**
- 3 **Chapter 53 Chapter 53**
- 4 **Chapter 54 Chapter 54**
- 5 **Chapter 55 Chapter 55**
- 6 **Chapter 56 Chapter 56**
- 7 **Chapter 57 Chapter 57**
- 8 **Chapter 58 Chapter 58**
- 9 **Chapter 59 Chapter 59**

Chapter 60 – Accident Investigation and Reporting

For accident investigation and reporting requirements, please coordinate with the incident Safety Officer and reference agency-specific policy. For federal agencies see the *Interagency Standards for Fire and Fire Aviation Operations* (Red Book).

For injury reporting requirements, reference Chapter 10.

For the Motor Vehicle Accident Report, SF 91, and the Statement of Witness, SF 94, reference Chapter 70.

- 1 **Chapter 61 Chapter 61**
- 2 **Chapter 62 Chapter 62**
- 3 **Chapter 63 Chapter 63**
- 4 **Chapter 64 Chapter 64**
- 5 **Chapter 65 Chapter 65**
- 6 **Chapter 66 Chapter 66**
- 7 **Chapter 67 Chapter 67**
- 8 **Chapter 68 Chapter 68**
- 9 **Chapter 69 Chapter 69**

Chapter 70 – Claims

Objective

This chapter sets forth procedures governing claims for and against the government.

Claims against the government may be filed by any aggrieved person, or his/her authorized agent or legal representative. Claims may be filed for property loss, property damage, personal injury, or death.

Claims for personal injury of regular government employees and casualties are processed as outlined in Chapter 10.

The government is mandated to collect for damage to, or loss of, its property.

Authorities

Claims may be processed under authority of the following:

Contract Disputes Act of 1978 — Claims arising under, or related to, contracts are settled under the Contract Disputes Act of 1978. Claims under the Contracts Disputes Act may be filed by the contractor against the government or by the government against the contractor, when either party believes it has been harmed by the other 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 casualties 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 individual's 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.

State Authorities — State procedures regarding claims resolution vary. Contact appropriate state representative for specific guidance and documentation requirements.

Responsibilities

AA responsibilities:

- Ensure procedures outlined in this publication are implemented and followed.
- Provide incident agency claims contact for the COMP.
- Provide incident agency guidelines and/or procedures for investigating and processing claims.
- Notify the incident agency's legal counsel or other officials as appropriate.
- Submit claims from incident personnel based on agency procedures.

IC responsibilities:

- Manage the overall claims program on the incident.
- Ensure claims are investigated and documented.
- Initiate an investigation by an independent investigation team, as necessary.

FSC responsibilities:

- Initiate an investigation of each claim.
- Coordinate with the host unit to ensure the IMT claims package meets agency documentation needs for adjudication (e.g., SME recommendations). Coordinate with the Safety Officer, other section chiefs, and other incident personnel to ensure all required forms, information, and documentation are obtained.

COMP or CLMS responsibilities:

- Establish and ensure a system for investigating, documenting, and processing claims is implemented.
- Coordinate with incident personnel who may have information pertinent to a claim (e.g., the Ground Support Unit Leader for motor vehicle claims, law enforcement/security personnel for stolen property claims).
- Advise potential claimants of the claims process, upon request.

Incident personnel responsibilities:

- Report to their supervisor any accident, incident, or property damage, which has resulted, or may result, in a claim against or for the government.

Supervisor responsibilities:

- Report the accident or incident to both the Safety Officer and the FSC.

Safety Officer responsibilities:

- Coordinate investigations.

Contracting Officer responsibilities:

- Settle contract claims within their authority and in conjunction with incident agency policy.

Claimant responsibilities:

- Comply with established incident agency and home unit policies and procedures in filing claims.

Claims Investigations

All accidents, incidents or property damage which may result in a claim for or against the government must be promptly investigated and clearly reported by a trained investigator or other qualified personnel. Ideally, the investigation is completed by law enforcement personnel in coordination with the Safety Officer. Serious accidents (e.g., fatality or hospitalization of three or more personnel, substantial property damage, or serious personal injury) will normally be investigated by an independent investigation team.

Investigations should be made while witnesses are available, before damages have been repaired, and prior to presentation of claims.

If a motor vehicle accident occurs on public roads it will be investigated by the appropriate law enforcement agencies and in accordance with jurisdictional agency policy. The Motor Vehicle Accident Report, SF 91, and the Statement of Witness, SF 94 (Exhibits 39 and 40), may be used to document motor vehicle accidents.

The incident agency should not commission special Claims Damage Assessment Teams, except in unusual circumstances.

Claims Filing

A claim shall be deemed to have been presented when an incident agency, home unit, or other designated office receives written notification, accompanied by a claim for money damages in sum certain (for a specific amount) from a claimant, or their duly authorized agent or legal representative. Claims may be presented on a Claim for Damage, Injury, or Death, SF 95, for tort claims, agency-specific form for employee claims, or in other written form such as a letter (Exhibit 41).

Contract Claims

Contract claims (e.g., claims involving the rental of equipment or vehicles) are covered under the Contract Disputes Act of 1978 (reference Chapter 20 Contract Claims).

The incident contracting officer can adjudicate contract claims within their warrant authority and limits set by the incident agency. For incident adjudicated claims, the vendor is normally compensated through the Emergency Equipment Use Invoice, OF 286, payment process.

Tort Claims

The Claim for Damage, Injury, or Death form, SF 95 (Exhibit 41) or other written document should be provided when requested, when a person states a desire to file a claim, or when a person expresses the opinion that some compensation should be made. The SF 95 should not be volunteered as a routine matter of business.

It is the responsibility of private property owners to document and substantiate any claims filed for damage to or loss of personal property. Claimants must determine and initiate their claims without the aid of government employees. They must rely on their own knowledge and records and assume the burden for proving the government negligent and for documenting their losses.

Claim Documentation Requirements

The claimant must submit the claim through an executed SF 95 (instructions are on the reverse of the form) or other written and signed document. The claimant must provide:

- Claimant's complete name and address.
- A statement describing what action or omission of the government caused the damage, loss, or injury (This is the basis for the claim).
- The sum certain (specific amount) claimed.

The claimant should provide the following to support the written claim:

- Proof of ownership for damaged property. Examples of documentation may include a copy of a vehicle title, registration, deed, or tax documents.
- Documentation of the amount claimed. Depending on the item(s) claimed, this may include:
 - Two itemized repair estimates or one paid receipt.
 - Medical bills.
 - Physician's statements.
 - If loss of income is claimed, evidence of earnings and time lost from work.
 - If repair is not economical or possible, two estimates of replacement costs, age of damaged/destroyed property (month and year property was obtained), and salvage value, if any.
- Documentation of the insurance coverage of the property.
- Witness statement(s) to support the claim.
- The claim form must be signed by the claimant, the claimant's legal representative or authorized agent. If signed by other than the claimant, documentation must be provided of the signatory's authority to act in the claimant's behalf. Claims for jointly owned property must be signed by all legal owners.
- A claim can be submitted to the incident or to the incident agency. It does not have to be filed at the incident.
- A tort claim must be filed within two years of the date of the incident that gave rise to the claim.

Incident Procedures — Tort Claims

Incident personnel, upon receipt/notification of a tort claim:

- Will record the date the claim was received and initial or sign in the margin of the claim form. This is the only information to be entered on the claim by incident personnel. Incident personnel may not complete any information for the claimant.
- Will immediately inform the Finance/Administration Section (e.g., COMP) of the claim.
- Shall neither place themselves in a position of advising claimants on claims or encouraging or discouraging the filing of claims. Title 18 of the United States Code, Section 205, specifically prohibits government officials from assisting a property owner in the filing and substantiation of a claim.

Incident personnel may not:

- Comment on the merits of a claim.
- Comment on the liability of the incident agency or the private party.
- Advise a claimant to, or not to seek legal counsel.
- Refuse to accept a claim.
- Advise anyone to file a claim.

The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on the incident Claims Log (Exhibit 44). The Compensation/Claims Unit will include all available incident information pertaining to the claim in the claims package (e.g., investigation reports, photographs, witness statements).

Tort claim documentation can be filed in the Incident Claims Case File Envelope, OF 314 (Exhibit 45). An additional copy will be retained in the Incident Finance Package (Exhibit 37). Distribute claims documents in accordance with incident agency procedures.

Non-Tort Claims

Non-tort claims are covered under the Non-Tort Act. Procedures for filing and processing non-tort claims are the same as for tort claims. Incident agency policies should provide direction relative to the payment for immediate repairs to damaged private land outside of the Non-Tort Act (e.g., repairing a wire fence around a water development).

Employee Claims

Employee claims from regular federal government employees and federal casualties are covered under the Military Personnel and Civilian Employees Claims Act. Claims from state and local government employees are covered under applicable state regulations.

Agencies process claims from their personnel according to agency-specific procedures. Agencies may have specific documentation, processing procedures, and/or reimbursement limitations.

The incident shall not approve reimbursement or replacement of personal property. If it is necessary to provide personal property to a regular government employee or casualty in order for the individual to perform their duties (e.g., personal gear lost in a burnover), the personal property must be provided through the commissary process and a payroll deduction (Chapter 10, Commissary). The individual must file a claim in accordance with home unit procedures to document the loss and request reimbursement.

Information to Be Provided by the Claimant

Employee claims should be filed on the Employee Claim for Loss or Damage to Personal Property, AD 382 for USDA personnel, DI-570 for USDI personnel (Exhibits 42 and 43), and appropriate state form for state personnel. Most states accept federal forms to initially report the claim.

The claim should include:

- Claimant's name and home address.
- Claimant's home unit address.
- List of specific items claimed.

- Specific amount claimed for each item and total amount claimed.
- Date (month/year) item was originally acquired.
- Purchase price or value when acquired.
- Current repair or replacement cost.
- Statement as to whether lost property was insured, whether claimant filed a claim with insurer, the disposition of the claim, or whether claimant will file a claim with insurer.

The claimant must provide documentation to support the written claim. This may include:

- Original purchase receipts.
- Receipt for repair or replacement.
- Two repair estimates if the item has not been repaired.
- Copies of catalog descriptions or advertisements of the same or like item(s).
- Written statements to support the claim. Claimant's statement should address whether the possession of property was necessary to the performance of duty. Include statements from individuals with knowledge of the loss or damage, or at a minimum, a statement from someone who can verify the claimant's possession of the property.
- Incident supervisor statement.
- Photos.
- Copy of investigation report, if applicable.

Claims need not be completed at the incident. Claimants will file the claim at their home unit following agency guidelines. Claimants are responsible for obtaining witness and supervisor statements prior to leaving the incident.

Incident Procedures — Employee Claims

Incident personnel will, upon receipt/notification of an employee claim:

- Record the date the claim was received and initial or sign in the margin of the claim form. This is the only information to be entered by incident personnel. Incident personnel may not complete any information for the claimant.
- Immediately inform the Finance/Administration Section (e.g., COMP) of the claim.

The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on the incident Claims Log (Exhibit 44).

The Compensation/Claims Unit will contact the claimant's incident supervisor and request a statement. The statement should include the supervisor's name, incident assignment, agency and home unit address and telephone number(s), and signature.

The statement should address:

- Description of the circumstances or event that resulted in the claim.
- Whether the property claimed was reasonable, useful, or proper under the circumstances.
- Any objections to the allowance of the claim.

- Any information relative to the validity of the claim.

The Compensation/Claims Unit will include any incident information pertaining to the claim (e.g., investigation reports, photographs, witness statements) in the claims package.

Employee claim documentation can be filed in the Incident Claims Case File Envelope, OF 314 (Exhibit 45). A copy of all claim documentation will be provided to the employee upon demobilization. An additional copy will be retained in the Incident Finance Package (Exhibit 37). Distribution of claims documents will be in accordance with incident agency procedures.

Government Claims

A claim for the government (e.g., a private vehicle damaging a government vehicle) must include documentation to support the claim. Processing should be done in accordance with incident agency procedures and policy. Law enforcement personnel should immediately be notified of incidents that may result in a claim for the government.

Government Property Damage

Reference Chapter 30, Property Management, for loss/damage documentation, replacement, or repair procedures.

Claims Processing

The IMT will submit all original claims documentation to the incident agency. The incident agency will review for accuracy and completeness and will forward to the appropriate adjudicating official. Agencies may have specific documentation, processing procedures, and/or reimbursement limitations.

Exhibits

[Exhibit 39 – Motor Vehicle Accident Report, SF 91](#)

[Exhibit 40 – Statement of Witness, SF 94](#)

[Exhibit 41 – Claim for Damage, Injury, or Death, SF 95](#)

[Exhibit 42 – Employee Claim for Loss or Damage to Personal Property, AD-382](#)

[Exhibit 43 – Employee Claim for Loss or Damage to Personal Property, DI-570](#)

[Exhibit 44 – Incident Claims Log](#)

[Exhibit 45 – Incident Claims Case File Envelope, OF 314](#)

Exhibit 39 — Motor Vehicle Accident Report, SF 91

<https://www.gsa.gov/reference/forms/motor-vehicle-accident-crash-report>

Sections I through IX are filled out by the vehicle operator. Section X, items 72 through 82c are filled out by the operator's supervisor. Section XI through XII are filled out by an accident investigator for bodily injury, fatality, and/or damage exceeding \$500.

Exhibit 40 — Statement of Witness, SF 94

<https://www.gsa.gov/reference/forms/statement-of-witness>

1 **Exhibit 41 — Claim for Damage, Injury or Death, SF 95**2 <https://www.gsa.gov/reference/forms/claim-for-damage-injury-or-death>3 **Exhibit 42 — U.S. Department of Agriculture Employee Claim for Loss or**
4 **Damage to Personal Property, AD-382**

U.S. DEPARTMENT OF AGRICULTURE

EMPLOYEE CLAIM FOR LOSS OR DAMAGE TO PERSONAL PROPERTY
(PUBLIC LAW 88-558; 78 STAT. 767)

<p>CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: <i>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)</i></p> <p>CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM: <i>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.)</i></p>				
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	
Attach supplemental sheet, if necessary				
Claim is for (Check one)	LOSS <input checked="" type="checkbox"/> XXX	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 <input type="checkbox"/> NO <input type="checkbox"/>				
I make this claim with the full knowledge of the penalties for willfully making a false claim, and certify that I am entitled to any payments				
DATE	IF CLAIMANT IS NOT OWNER OF PROPERTY, STATE RELATIONSHIP TO OWNER		SIGNATURE OF CLAIMANT	
8/29/XXXX			John Smith	

FORM AD-382 (10-65)

1 **Exhibit 43 — 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 <input checked="" type="checkbox"/> Loss <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If "Yes", give name of insurer and itemize amount collected)				
<small>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).</small> <small>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).</small>				
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 /s/ Tom Plank	
<small>Form DI-570 (July 1965)</small>				

1 **Exhibit 44 — Incident Claims Log****INCIDENT CLAIMS LOG**

Incident Name	Incident Number	Claims Specialist Name	Home Unit Address	Home Unit Phone
Mink Creek	NV-TOF-000123	Polly Tort	1234 Forest Way Florence, MT XXXXX	(406) XXX-XXXX

No.	Date	Claimant/Incident Unit	Home Unit Address	Item(s)/Claimed Value	Document Status
1	7/30/XX	John Doe	Route 6, Box XX Denio, NV XXXXX	Fence Poles - \$10,000 Tractor - \$8,500	SF-95 Received on 7/30. Investigation in progress
2	7/30/XX	Earl Kingston	172 XXX Long Dr. Nyssa, OR XXXXX	Stolen Sleeping Bag - \$110	AD-382 Received on 7/30/XX Report by Camp

1 Exhibit 45 — 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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CLAIMANT ASSIGNED TO: *SRV #12*
(Crew, OH Section or Individual)

CLAIMANT'S HOME UNIT: _____
(Agency)

172 Long Drive
(Address)

Nyssa, OR, 97715
(City, State and Zip Code)

(555) 111-3333
(Telephone No. with Area Code)

SUPERVISOR ON INCIDENT: *Joe Super*

SUPERVISOR'S HOME UNIT: _____
(Agency)

(Address)

(City, State and Zip Code)

(Telephone No. with Area Code)

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>	

Follow-up Needs/Comments: _____

CLAIMS SPECIALIST/UNIT LEADER NAME <i>Polly Larson</i>	HOME UNIT TELEPHONE NUMBER (W/AREA CODE) <i>(123) 456-7890</i>	FINANCE/ADMIN SECTION CHIEF INITIALS <i>pl</i>
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7540-01-475-4308-50314-101 **INCIDENT CLAIMS CASE FILE ENVELOPE** Optional For 314 (Rev. 4-2000)

- 1 **Chapter 71 Chapter 71**
- 2 **Chapter 72 Chapter 72**
- 3 **Chapter 73 Chapter 73**
- 4 **Chapter 74 Chapter 74**
- 5 **Chapter 75 Chapter 75**
- 6 **Chapter 76 Chapter 76**
- 7 **Chapter 77 Chapter 77**
- 8 **Chapter 78 Chapter 78**
- 9 **Chapter 79 Chapter 79**
- 10

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

AA 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.

IC 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 IMT and submit to AA for review and comment.

Administrative Representative responsibilities:

- Inform or advise incident personnel of cost reporting 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.

INBA responsibilities:

- Provide advice to the AA 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 AA's requirements for cost tracking and containment requirements to the IMT.
- Provide incident agency-specific cost information to the FSC.

FSC 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.

COST responsibilities:

- Develop incident component cost estimates in the absence of a geographic area supplement.
- Coordinate with incident cost centers to gather on and off-site cost information.
- Develop current and projected incident costs.
- Furnish updated cost data on a daily basis to the Planning Section for inclusion in the Incident Status Summary (ICS 209).
- Analyze incident resource cost information, including the evaluation and tracking of inefficient and uneconomical operations and communicating information to the IMT through the FSC.
- Provide information to the IMT, incident agency, and the agency responsible for payment, as requested (e.g., management information reports, accrual reports).
- Prepare and validate cost share information.

IMT responsibilities:

- Provide cost information on a daily basis to the COST in the manner and within the time frame requested.
- Identify areas of incident management activities where cost management measures can be improved and for providing input to the IC.

Incident Costs

Incident costs are estimated for a number of categories and by a variety of methods. The incident agency determines the level of cost detail required.

Cost Categories

There are four primary incident cost categories. These may be further sub-categorized depending on incident complexity or incident agency requirements.

- Personnel costs include crews, overhead, and other personnel assigned to the incident.
- Equipment costs include agency equipment as well as equipment under EERA, IBPA, contracts, and cooperative agreements.
- Aircraft costs include fixed-wing, helicopter, and retardant.
- Support Costs.
 - On-site support costs include catering unit, shower unit, mobile laundry, LUAs, and cache supplies, etc.
 - Off-site support costs include expanded dispatch, BUYTs, APTs, 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
LUA, Computer Rentals	Procurement Unit or BUYT
Supplies (Local Purchase)	BUYT
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	BUYL
Area Command	INBA
Payment Team	INBA
Cache Personnel	Cache Manager
Rental Vehicles	BUYT 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	BUYT or local Purchasing Agent
Meal Arrangements	BUYT 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 Rate
 7 Spreadsheet, <https://www.nwcg.gov/publications/pms902>.

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.

Cost Methods

Initial Estimation

Initial estimation is generally used during the early stages of the incident to provide a preliminary estimate for reporting purposes. The initial estimate is usually calculated on a per unit basis (e.g., number of acres, number of personnel, and number of days). The COST should revise the total incident cost as more accurate data becomes available.

Resource Cost Method

The resource cost method multiplies the number of resources by the unit cost (standard component, actual or estimated) to calculate the cost of that resource per day. This method should be used to estimate costs for incidents that go beyond initial attack.

Tracking and Reporting Methods

The following contains information on developing and reporting incident costs. Regardless of the method used, cost information should be provided to the IMT and incident agency in a clear, concise format, such as: summary sheets that list daily costs by category; graphical displays (such as bar or pie charts); and/or detail sheets showing the individual resource costs.

Automated Cost Accounting

The Cost module of e-ISuite is designed to allow users to track individual resources in a database format. The system creates a daily line entry for each resource. System users can then analyze, manipulate, and create outputs of this information in a variety of report formats. Refer to the e-ISuite User's Guide at <https://famit.nwcg.gov/applications/eisuite> for instruction on utilizing the Cost module.

Spreadsheets

There are a variety of automated spreadsheet packages available, generally used to replicate manual accounting and track costs in major categories (e.g., 20 engines, 15 hand crews). Spreadsheets may be available from the geographic area supplement or incident agency.

Manual Accounting

This involves using standard costs and quantities of resources. These resources can then be tracked daily in a format as displayed in Exhibit 46. Refer to Standard Rate Spreadsheet at <https://www.nwcg.gov/publications/pms902>.

Incident Status Summary (ICS 209)

The Planning Section reports the incident status to the incident agency per operational period, using the Incident Status Summary (ICS 209). The Finance/Administration section provides an estimate of costs to date, and an estimate of total anticipated costs for these reports to the Planning Section.

Agency Accrual Reports

Incident agencies may have specific incident cost reporting and/or accrual requirements. The Administrative Representative establishes the reporting requirements and communicates them to the IMT.

Cost Analysis

Incident cost documentation and analysis are important management tools. It is the responsibility of all incident personnel to have knowledge of and be able to perform their job in the most cost-efficient manner possible. All command and general staff IMT members should continually evaluate their section's operations to identify and implement cost savings.

Exhibit 45 provides some guidelines for the IMT to use to implement cost management measures on an incident. The exhibit includes recommendations on cost assessment procedures, identifies problem cost areas and identifies factors that are generally not cost-effective.

Cost Projection

Cost projections are developed for both strategic and obligation purposes. These projections can be for a single strategic alternative or multiple alternatives, and should take into account current resources, alternative strategies, and standard costs.

Single alternative projections are done by identifying all current resources, applying a projected strategy to reduce the number of resources over the following days (e.g., 5 crews demobilized on day 5, 10 crews demobilized the next day) and applying the standard cost for all resources.

Cost projections are most often done to estimate costs for the WFDSS, project costs through the estimated incident duration, and meet incident agency accrual requirements.

Cost Share Agreements

The information presented in this section is intended to supplement established agency master agreements. The terms of master agreements take precedence over this publication.

A cost share agreement is supplemental to an existing cooperative fire management agreement and documents the financial responsibility for incident resource costs. It may also identify requirements of other party payments. A cost share agreement should be prepared for multi-jurisdiction incidents where a decision has been made to share resource costs. Master agreements between agencies should address the need for incident-specific agreements and identify agency-specific requirements, including format and required signatures. Jurisdictional agency representatives sign the cost share agreement.

A cost share agreement may be established for on-site costs as well as off-site costs (expanded dispatch, mobilization centers, etc.). More than one agreement may be necessary to document cost share responsibility (incident and support costs).

Incident complexity changes frequently and may affect the terms of the cost share agreement. Therefore, the agreement may be amended as necessary. Each AA and the IC(s) should receive a copy of the final agreement.

- Cost share agreements should identify the following:
 - Costs to be shared.
 - Costs to be borne by each agency (not shared).
 - Method by which costs will be shared.
 - Cost share period.

Cost share agreements must easily be understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process.

Cost Shared Items

The following is a list of costs typically shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

- Aircraft Costs — Aircraft (fixed-wing and helicopter) and associated retardant costs.
- Equipment Costs — Emergency equipment used to support the incident.
- Incident Cache Costs — Cache costs may include refurbishment, replacement, resupply, and labor costs.
- Incident Repair Costs — Repair activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing (e.g., minor fence repair, dozer line, erosion control).
- Initial Attack Resource Costs — Initial attack resource costs are included in determining the cost share percentages and in deriving actual incident costs. In a cost share incident, agreement provisions for initial attack assistance at no cost may not apply.
- Off-Site Support Costs — Costs include expanded dispatch, BUYTs, APTs, cache personnel, area command, transportation to/from incident, etc.

Mobilization and demobilization centers usually serve multiple incidents and are not ordered by a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies may establish separate cost share agreements for these items.

- On-Site Support Costs — Costs incurred for services supplied within the incident (e.g., shower units, catering units, mobile laundry, LUAs, cache supplies, and materials).
- Personnel Costs — Costs of assigned incident personnel including the IMT, crews, casuals, etc.
- Transportation Costs — Costs associated with movement of resources to and from an incident.

Non-Cost Shared Items

The following items are typically not cost shared:

- Accountable Property — Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of the agency.
- Administrative Overhead Costs — Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.
- Administrative Surcharge — A pre-established percentage applied by an agency to the settlement billing on the net amount owed per master agreement.
- Claims Costs — Responsibility for claims or extraordinary settlement costs should be addressed through a separate agreement between agencies.
- Move Up and Cover Costs — Includes additional costs over and above base salary of “backfilling” agency personnel to meet agency-specific staffing requirements.
- Post Incident Rehabilitation Costs — Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.

- Waste, Fraud, and Abuse Costs — Costs resulting from waste, fraud, or abuse.

Transfer of Responsibility Procedures

During IMT transitions, the departing team must brief their counterparts on all cost sharing agreements and documentation to date. If there is a change in the Agency Administrators or representatives, they must have a clear understanding of all the decisions and agreements used to develop the final cost share percentages and conditions of the final agreement.

Cost Share Methods

The following are four methods of cost share for multi-jurisdictional incidents. All methods require a signed agreement.

Initial Attack

During initial attack, resources are dispatched per preseason agreements or an established operating plan, to a multi-jurisdictional fire.

If the incident is controlled with initial attack resources, AAs may agree to cost share some or all resource costs (e.g., dozers or crews working on both areas of responsibility) regardless of which agency dispatched the resources.

You Order You Pay (YOYP)

Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident. YOYP procedures are as follows:

- A unified ordering point is required, and agencies agree on who will order which resources.
- On-site support costs may be split by the percentage of agency-requested resources.
- Off-site support costs are paid for by the ordering unit.

Acres Burned

Costs are shared based on the acreage percentage of the fire within an agency's protection area. This method is used when agencies' responsibilities, objectives, and suppression costs are similar.

Cost Apportionment

The cost apportionment process is a more complex system for identifying agency cost share where incident agencies agree to share costs.

- The apportionment method is used to share final incident costs based upon the usage of resources per operational period.
- Costs are documented and approved by the IC(s) or other designated incident agency personnel on a daily basis.
- Direct costs (e.g., helicopters, crews, airtankers, retardant) are shared based upon assignment in the IAP or actual use. Support costs (e.g., IMT, caterer) are shared proportionally to the direct costs. Agency-specific costs are not shared.

Some geographic areas utilize Cost Apportionment Teams (CAT) to assist incident agencies in tracking and documenting incident costs. The CAT should be located at or in close proximity to the incident. The

CAT Leader meets with the IC and other IMT members to discuss the apportionment process and documentation requirements. The IC reviews and validates by signature, the daily apportionment records.

The CAT may be assigned to the incident and report to the COST or directly to the FSC or be assigned to the incident agency and report to the Administrative Representative.

Complexes / Merges / Splits (CMS)

The growth of wildland fire emergency expenditures has affected the operating budgets of wildland fire management agencies, and has led to increased scrutiny by Congress, the Office of Management and Budget, and state and local government oversight agencies. As expenditures have grown over time, so has the requirement for fiscal efficiency and accountability. As a result, requirements for increased accountability for individual incident expenditures and measures for assessing performance have been developed. In some cases, multiple incidents within close physical proximity are managed as a single incident. When this occurs, it is not uncommon for incidents to be merged, added to a complex, or split from a complex. This makes maintaining the data and fiscal integrity of an individual incident challenging. The guidelines for data management and monitoring of expenditures for CMS are as follows:

1. Maintain the data and financial integrity of individual incidents:
 - a. When complexing incidents, maintain individual FireCodes and IROC incidents for each incident within the complex.
 - b. If a new code for a complex is created in FireCode, associate the individual incident codes to the complex code. Note: Complex codes are typically used only for mobilization of resources until they are assigned to a specific incident in the complex.
 - c. If the need arises, a fire can be split from a complex if the recommendations in 1a, 1b, and 1c are followed.
 - d. Agencies should follow individual agency fire reporting policies.
2. Deciding to complex, merge, or split:
 - a. The AA should consider consequences outlined in Appendix A — Tool Kit when deciding to complex, merge, or split incidents. This decision should be coordinated between the AA, affected IC(s), Dispatch Center Manager(s), and State/Regional Incident Business Specialist(s).
 - b. The AA should document the decisions, including the acreage and cost of affected incidents at the point when data integrity is in jeopardy. Appendix A—Tool Kit provides several scenarios, issues, and effects to assist Agency Administrators with decisions related to CMS.

These guidelines will ensure wildland fire emergency expenditures can be monitored, performance can be measured, and the integrity of incident data can be preserved.

Exhibits

[Exhibit 46 – Standard Rate Spreadsheet](#)

[Exhibit 47 – Cost Management Measures](#)

[Exhibit 48 – Instructions for the Cost Share Agreement](#)

Exhibit 46 — Standard Rate Spreadsheet

For current rates reference <https://www.nwcg.gov/publications/pms902>.

Exhibit 47 — Cost Management Measures

The following are actions the IMT should take to help ensure cost management measures are in place:

Aircraft

- Track aircraft costs by individual resource to analyze use and cost benefit to incident.

Claims

- Ensure thorough investigation and documentation of actual and potential claims for and against the government.

Cooperative Agreements

- Ensure copies of cooperative agreements are available, are understood by the IMT, and provisions are implemented.
- Ensure all participating agencies understand the basis of and responsibility for payment of personnel, equipment, materials, and supplies per established agreements.

Equipment

- List equipment by type, in priority by unit cost and usage (operational periods) and share results with appropriate functions.
- Identify under-utilized equipment (e.g., aircraft, lowboys, buses, and water tenders) and share results with appropriate functions.
- Ensure pre- and post-use equipment inspection forms are prepared for all equipment to reduce claims.
- Ensure controls are established for fuel and oil issues to equipment at the incident base, on the line, and at remote sites, to properly document invoice deductions.

Personnel

- Ensure procedures are in place to track, document, and approve excessive hours.
- Ensure time posted is in agreement with scheduled operational periods.

Property Management

- Ensure controls are in place for issuance and return of accountable and durable property (for example, tools, shirts, headlamps, hard hats, and radios).
- Ensure approval for purchase of accountable property is in accordance with incident agency policy.
- Utilize law enforcement personnel for incident base and property security.

Support

- Ensure adherence to national contract specifications.
- Follow supplemental food approval requirements (reference Chapter 20).

Exhibit 48 — Instructions for the Cost Share Agreement

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in the <insert area>. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either agency based upon responsibility for the fire origin. The designated representatives of each agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the agencies involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:
UNIFIED COMMAND — A method for all agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident, interagency ICS team structure.
SINGLE COMMAND STRUCTURE — One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.
List the appropriate personnel filling ICS positions on the fire.
7. List any special conditions or resource objectives (i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation). Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are Divisions A and B; all structural protection areas; specific campground.
8. List the agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.

10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:

- a. Each agency pays for its own resources — fire suppression efforts are primarily on jurisdictional responsibility lands.
- b. Each agency pays for its own resources — services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
- c. Cost share by percentage of ownership or agency jurisdictional responsibility.
- d. Cost is apportioned by geographic division. Examples of geographic divisions are Divisions A and B (using a map as an attachment); privately-owned property with structures; or specific locations such as campgrounds.
- e. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed-to cost estimates, using Incident Action Plans or other means to determine multi-agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non-suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.
- Support costs (e.g., office dispatchers, warehouse workers), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (e.g., state mobilization or conflagration, Fire Management Assistance).

11. List any specific conditions relative to this agreement, such as: dispatch procedures, one agency representing another, notifications, incident information, coordinated intelligence, etc.

12. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

- 1 **Chapter 81**
- 2 **Chapter 82**
- 3 **Chapter 83**
- 4 **Chapter 84**
- 5 **Chapter 85**
- 6 **Chapter 86**
- 7 **Chapter 87**
- 8 **Chapter 88**
- 9 **Chapter 89**
- 10

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.

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 NRF 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.
- Service First Legislation — Public Laws 106-291 and 109-54 authorize the Secretaries of the Interior and Agriculture to make reciprocal delegations of their respective authorities, duties, and responsibilities in support of the Service First initiative agency-wide to promote customer service and operational efficiency. Service First may be used in place or in addition to the Economy Act to expedite interagency cooperation.
- The National Emergencies Act — 50 USC 1601-1651 (2005) establishes procedures for Presidential declaration of a national emergency and the termination of national emergencies by the President or Congress.

- 1 • The Office of Federal Procurement Policy Act — 41 USC 428a (2004) authorizes emergency
2 procurement authorities (1) in support of a contingency operation; or (2) to facilitate the defense
3 against or recovery from nuclear, biological, chemical, or radiological attack against the United
4 States. Also reference FAR Part 18.2.
- 5 • The Emergency Federal Law Enforcement Assistance Act (EFLEA) – 42 USC 10501 (2006)
6 authorizes the attorney general, in a law enforcement emergency and upon written request by a
7 Governor, to coordinate and deploy emergency federal law enforcement assistance to state and
8 local law enforcement authorities.
- 9 • National Oil and Hazardous Substances Pollution Contingency Plan. (NCP, 40 CFR 300) – The
10 NCP provides the organizational structure and procedures for preparing for and responding to
11 discharges of oil and releases of hazardous substances, pollutants, and contaminants. The NCP is
12 required by section 105 of the Comprehensive Environmental Response, Compensation, and
13 Liability Act of 1980 (CERCLA), 42 USC 9605, as amended by the Superfund Amendments and
14 Reauthorization Act of 1986 (SARA), P.L. 99 — 499, and by section 311(d) of the Clean Water
15 Act (CWA), 33 USC 1321(d), as amended by the Oil Pollution Act of 1990 (OPA), P.L. 101 —
16 380. The NCP identifies the national response organization that may be activated in response
17 actions to discharges of oil and releases of hazardous substances, pollutants, and contaminants in
18 accordance with the authorities of CERCLA and the CWA. It specifies responsibilities among
19 the federal, state, and local governments and describes resources that are available for response
20 and provides procedures for involving state governments in the initiation, development,
21 selection, and implementation of response actions, pursuant to CERCLA. The NCP works in
22 conjunction with the NRF through Emergency Support Function 10 — Oil and Hazardous
23 Material Response.

24 **Presidential Emergency or Major Disaster Declaration**

25 **Process**

26 The NRF identifies the coordinating agency and primary agency(s) responsible for each of the 15
27 Emergency Support Functions (ESF) outlined in the Framework. It also identifies the support roles
28 assumed by the various federal agencies under the Framework. The following are typical ESFs the
29 federal wildland fire agencies may work under:

30 ESF4, Firefighting

31 The FS is designated the ESF Coordinator and primary agency.

32 ESF9, Search and Rescue

33 The DOI, National Park Service (NPS) is designated as a primary agency for inland/wilderness search
34 and rescue.

35 ESF11, Agriculture and Natural Resources

36 The Department of Agriculture (USDA) is designated the ESF Coordinator and co-primary agency. The
37 DOI is designated as co-primary agency.

38 Both the FS and DOI serve as support agencies to other ESFs. Refer to the NRF for the support roles of
39 the various departments.

40 The Federal Coordinating Officer (FCO) manages and coordinates federal resource support activities
41 related to Stafford Act disasters and emergencies.

The FCO and FEMA accomplish many of their tasks through mission assignments given to primary and supporting agencies. FEMA orders ESF assistance through a mission assignment, which identifies the mission and establishes expenditure limitations.

For example, the agency could be tasked to accomplish a specific mission such as to operate a receiving and distribution center in support of a particular disaster. The agency would use its available resources, including those available through federal and state agreements, to complete the assignment.

Mission assignments are accomplished utilizing resources obtained through established dispatch coordination concepts and processes, referred to in the NRF as the national firefighting mobilization system. The NRF specifies that all requests for firefighting resources are coordinated through the existing national firefighting mobilization system. Procedures established in the *National Interagency Standards for Resource Mobilization* shall be followed in responding to disaster-related emergencies under the NRF.

Non-Stafford Act Disasters

Consult agency-specific guidelines for all-hazards responses not specifically covered by a Presidential emergency declaration. These guidelines should outline the level of response allowed and include any additional requirements.

Pay Provisions

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 10 of this publication and applicable agency regulations.

Biweekly Earning Limitation

The biweekly earning limitation on premium pay contained in 5 CFR 550.105 is not automatically waived for DOI and USDA GS or GW employees working in connection with all-hazards responses.

The DOI and the USDA have the authority to declare an emergency situation for the purpose of waiving the biweekly overtime limitation (biweekly cap maximum earnings limitation [5CFR 550.106] or Fair Labor Standards Act [FLSA] exemption status [5 CFR 551.208d]). If an emergency is declared, departmental direction will be provided in writing.

Overtime

Public Law 106-558 does not apply to personnel involved in hurricanes, floods, non-fire FEMA incidents or other all-hazards assignments (reference Chapter 10). Exempt employees of the FS and the DOI have their overtime hourly rate capped at GS-10 Step 1, or their base rate of pay whichever is greater.

Fair Labor Standards Act (FLSA)

Positions on all-hazards incidents that are not identified on the matrix found in Chapter 10 will be determined as exempt or nonexempt on a case-by-case basis by the employee's agency human resource specialist upon submission of a claim by the individual. Nonexempt individuals retain their nonexempt status regardless of the emergency work performed.

Hazard Pay

Reference 5 CFR 550 to determine if hazard pay is applicable for GS or GW employees. Reference 5 CFR 532 for information on environmental differential for wage grade employees. The specific reason

for hazard pay or environmental differential must be listed on the Incident Time Report, OF 288, to assist home units in applying pay regulations.

Travel

Travel is compensable under a Presidential emergency declaration since it results from an event that could not be scheduled or controlled administratively. Provisions outlined in Chapter 10, Travel and Related Waiting Time, apply to Presidential emergency declaration.

Compensation for travel to other types of all-hazard's incidents will be determined by agencies on a case-by-case basis. Contact your agency incident business representative for current direction.

Acquisition

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 20 of this publication and applicable agency regulations.

Purchase of Accountable/Sensitive Property

Accountable and/or sensitive property purchases should only be made by procurement personnel and must be documented appropriately (reference Chapter 30). Follow agency-specific guidelines as they relate to the purchase of accountable and/or sensitive property. **When assigned to an all-hazards incident, purchase documentation and transfer of property must follow the tasking agency's procedures.**

Property Management

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 30 of this publication and applicable agency regulations.

Business Coordination

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 40 of this publication and applicable agency regulations.

Cooperative Relations

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 50 of this publication and applicable agency regulations.

Accident Investigation

For accident investigation and reporting requirements, please coordinate with the incident Safety Officer and reference agency-specific policy.

Claims

Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 70 of this publication and applicable agency regulations.

Cost Accounting

The primary agency is responsible for providing cost tracking and reporting guidelines to incident management personnel.

Procedures for Reimbursement

- The primary agency is tasked by FEMA on a mission assignment. The primary agency can then subtask any needed support agencies to accomplish the mission (e.g., DOI, Department of Commerce).
- FEMA reimburses the primary agency upon receipt and examination of eligible, documented costs incurred.
- Support agencies submit documentation of expenses for reimbursement to the primary agency following agency policy. The primary agency reviews and approves billings by support agencies. The primary agency will notify the support agency in writing when the billing package has been approved. Refer to NRF, Financial Management Annex for direction.

Items Eligible for Reimbursement (Reference 44 CFR 206.8)

- Overtime, travel, and per diem of permanent federal agency personnel.
- Wages (regular time, overtime, and premium pay), travel, and per diem, as appropriate, of temporary federal agency personnel, casuals, or non-federal cooperators assigned solely to perform the services required to execute the NRF or services directed by the FEMA Associate Director or FEMA Regional Director in the major disaster or emergency area designated by the FEMA Regional Director.
- Cost of work, services, and materials procured under contract for the purpose of providing assistance directed by the FEMA Associate Director or the FEMA Regional Director.
- Cost of materials, equipment, and supplies (including transportation, repair, and maintenance) from regular stocks used in providing directed assistance.
- All costs incurred which are paid from trust, revolving, or other funds, and whose reimbursement is required by law.
- Other costs submitted by an agency with written justification or otherwise agreed to in writing by the FEMA Associate Director or the FEMA Regional Director and the agency.

The FEMA will not reimburse agencies for accountable/durable property (e.g., cache items) and the tasking agency will assume the cost of items not returned.

The FEMA will consider reimbursement of agency charge card purchases only if the necessary supporting documentation is provided. All charges must be supported by an incident order and request number (resource order number).

Agency procedures for establishing reimbursable charge codes should be followed.

Appendix A – Tool Kit

Glossary

All glossary terms can be found in the *NWCG Glossary of Wildland Fire*, PMS 205, <https://www.nwcg.gov/publications/pms205>.

Extended Work Shift Documentation Form

OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT — SAMPLE AND/OR DEVIATION FROM 2:1 WORK REST POLICY

Date:	Incident Number:	Incident Name:	Unit:
Incident Type:	Operational Period:	Incident commander:	IC Type (1-5)
JUSTIFICATION		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>, PMS 902, 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:	

**OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT — SAMPLE
AND/OR
DEVIATION FROM 2:1 WORK REST POLICY**

JUSTIFICATION — EXAMPLES OF SITUATIONS CAUSING EXTENDED SHIFTS

Travel time not administratively controllable.
Mobilization and travel of resources to incident location or relocation to incident facilities.
Establishing and maintaining administrative, planning, logistical support for incident.
Evacuation, triage, structure protection, or emergency rescue.
Establishing initial control lines of the fire
Extended attack efforts to control potentially devastating incident activity.
Incident unable to provide personnel with adequate food and lodging.
Other/ Additional.

MITIGATION MEASURES

NWCG Standards for Interagency Incident Business Management, PMS 902
Work/Rest Guidelines: Work/rest guidelines should be met on all incidents. Plan for and ensure that all personnel are provided a minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest).
Work shifts that exceed 16 hours and/or consecutive days that do not meet the 2:1 work/rest ratio should be the exception, and no work shift should exceed 24 hours. However, in situations where this does occur (for example, initial attack), incident management personnel will resume 2:1 work/rest ratio as quickly as possible.

1 Resource Extension Request Form

Resource Extension Request Form

January 2021

A.) RESOURCE and INCIDENT INFORMATION:

Resource Name: _____ Home Dispatch or Home Unit ID: _____

Incident Name: _____ Incident #: _____ Request #: _____

Position on Incident: _____

Home Unit Supervisor: _____ Email: _____ Fax #: _____

B.) REQUESTED BY:

Incident Supervisor: _____ Incident Position: _____

C.) 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: _____ Last Workday: _____

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

Explanation for Extension:

D.) APPROVED BY:

1) Incident Commander or Deputy: _____ Email: _____

2) Resource or Resource Supervisor: _____ Email: _____

3) Host GACC (excluding single-resource Overhead): _____ Email: _____

4) Home Unit Supervisor: _____ Email: _____

5) Sending GACC (excluding single-resource Overhead): _____ Email: _____

6) NICC (only if National Resource): _____ Email: _____

Return to: _____ Email/Fax: _____

Resource Extension Request Form Instructions

Block A. is to be filled out by the Resource.

Note: If resource is a Team, Hand Crew, Module or an Engine Crew; only complete one request form. Provide the Operational Resource Name, i.e. Smokey Bear T1 IMT, Smokey Bear T2IA Crew, Smokey Bear Suppression Module, Smokey Bear T4 Engine 741; for Resource Name. Provide Parent Request# only.

Blocks B. & C. are to be filled out by the Incident Supervisor.

Block D.:

If Resource is a National Resource (excluding Aircraft, Type 1 Interagency Hotshot Crew and National Contracted Resources), 1, 3, 5, and 6 signatures are required in order. Example of National Resources: Type 1 Incident Management, Area Command Teams, National Incident Management Organization (NIMO), and National Buying Teams.

If Resource is a Type 2 Incident Management Team, 1, 3, and 5 signatures are required in order.

If Resource is a Type 1 Interagency Hotshot Crew, 1 — 6 signatures are required in order.

If Resource is not a National Resource (excluding single resource Overhead, Aircraft, Type 1 Interagency Hotshot Crew and National Contracted Resources), 1 — 5 signatures are required in order.

If Resource is single resource Overhead, 1, 2, and 4 signatures are required in order.

1 Hazard / Environmental Pay Matrix

2 Documentation of hazard/environmental differentials for crew time reports and other agency time reporting documentation.

Hazard Description for CTR/Fire Time Sheet	GS/GW	WG	Description	Activity	Entitlement to Hazard/Environmental Pay	Comments
Firefighting	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 Safety personnel patrolling uncontrolled fireline Search and rescue on uncontrolled fireline	Yes	
Firefighting	X	X	See above.	Delivering supplies to fireline Delivering personnel to fireline	No	N/A
Firefighting	X	X	See above.	Any incidental personnel visiting uncontrolled fireline Media tours to uncontrolled fireline	No	Not considered active firefighting
Firefighting			See above	Smoke Exposure	No	No authority exists in CFR

Hazard Description for CTR/Fire Time Sheet	GS/GW	WG	Description	Activity	Entitlement to Hazard/Environmental Pay	Comments
Flying	X		<p>Individuals, except GS-2181 pilots, who are onboard the aircraft during limited control flights.</p> <p><u>Limited Control Flight</u> — Flights undertaken <i>under unusual and adverse conditions</i> (e.g., extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low-level flights involving fixed or tactical patterns) <i>which threaten or severely limit control of the aircraft</i>. 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.</p>	Limited control flights	Yes	
Flying			See above	Plastic sphere dispenser missions (Helicopter)	Yes*	Applies to operator of dispenser
Flying			See above	Paracargo, cargo freefall, cargo letdown missions. (helicopter or fixed-wing)	Yes*	Applies to operator
Flying			See above	Rappel/Short haul/Hoist/Fast Rope/External Sing Load missions. (Helicopter)	Yes*	

Hazard Description for CTR/Fire Time Sheet	GS/GW	WG	Description	Activity	Entitlement to Hazard/Environmental Pay	Comments
Flying			See above	Parachute jumps Piloting aircraft	No	
Flying			See above	Toe-In, One-Skid, Step-Out, Hover-Exit missions. (Helicopter)	Yes	
Flying			See above	Landing at unimproved landing area when Hazardous conditions exist. (Helicopter) Examples: Uneven/sloped touchdown pad, Hover Out-Of-Ground Effect conditions, maximum performance take off/landing, etc.	Yes	
Flying			See above	Wheeled operations on unprepared landing area (fixed-wing)	Yes	
Flying-Low-Level Flight		X	To be considered a low-level flight, the mission must require performance of a substantial part of the flight, other than landing or taking off, at altitudes of less than 500 feet AGL (above ground level) in daylight, or at less than 1,000 feet at night.	Low-level missions. (Search & Rescue, GPS, mapping, infrared, intelligence gathering, etc.) (helicopter or fixed-wing)	Yes	
Groundwork Beneath Hovering Helicopter	X	X	Participating in ground operations to attach an external load to a helicopter hovering just overhead.	Hover hook-ups	Yes	

Hazard Description for CTR/Fire Time Sheet	GS/GW	WG	Description	Activity	Entitlement to Hazard/Environmental Pay	Comments
Work in Rough and Remote Terrain	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	
High Work	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	
BAER — Assessment or Implementation	NA	NA	Does not meet the definition of firefighting for hazard pay eligibility; however, other hazard pays criteria listed above may apply.		No	

Hazard Description for CTR/Fire Time Sheet	GS/GW	WG	Description	Activity	Entitlement to Hazard/Environmental Pay	Comments
Prescribed Fire	NA	NA	Does not meet the definition of firefighting for hazard pay eligibility; however, other hazard pays 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 mitigated.

1 Code of Federal Regulations (CFR) References**2 GS or GW 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 Emergency Equipment Rental Agreement (EERA) Log

Emergency Equipment Rental Agreement

Incident Name _____

Incident Number _____

Agreement #	Date	Vendor Name	Equipment Type	License # or SN/VIN

1

FIRE NUMBER: XX-XXX-XXXXXX

[illegible]

Sample Incident Business Operating Guidelines

INCIDENT BUSINESS OPERATING GUIDELINES

(unit name)

Enclosed are Operating Guidelines for incident business administration activities on the _____. These guidelines are provided to support IMT operations and to provide consistency in incident business management operations throughout the unit. Deviation from these guidelines will be negotiated with the Incident Business Advisor (INBA) or Agency Administrator (AA) or Administrative Representative in advance.

Incident Business Advisor

Delegation of Authority. The incident agency's Administrative Representative (name, work phone; cell phone) is the delegated INBA for the incident agency. An off-unit INBA may be resource ordered to assist the unit. During the INBA's absence, any of the following may be delegated INBA responsibilities, depending on availability:

Name	Position	Work Phone	Cell Phone
Responsibilities			

The INBA is a liaison between the Agency Administrator and the IMT. The INBA will make visits to any established Incident Command Post (ICP), staging area, and other incident support locations (e.g., expanded dispatch, Buying Team [BUYT], Administrative Payment Team [APT]) to facilitate communication and successful incident business practices. Technical specialists may accompany the INBA to assist in specific areas of concern (e.g., business, fiscal, or acquisition personnel). The INBA will provide all incident support activities with telephone number(s) to ensure 24-hour contact for business management assistance.

In dealing with cost containment issues, it is important for the INBA to be a partner with the IMT and AA for effective cost containment balances, taking into consideration fire suppression tactics and strategies relative to the incident. This requires aggressive action to highlight inappropriate or questionable procurement requests as well as ineffective use of items under contract, plus exploration of alternatives, whereby joint IC, AA, and INBA decision can be made.

Organization and Communications

Names of the individuals responsible for counterpart activities:

Acquisition	(name, work phone, cell phone)
Property Management	(name, work phone, cell phone)
Unit Dispatch	(name, work phone, cell phone)
Injury Compensation	(name, work phone, cell phone)
Claims (Property Loss/Damage)	(name, work phone, cell phone)

At a minimum, the Finance/Administration Section Chief (FSC) and INBA will establish a set time for daily communications for information exchange and to report current progress of incident business management operations.

Note: It is recommended the INBA contact the FSC after the IMT has been notified of release from the incident, to ensure all financial documents are ready for transition to the incident agency, payment office

or replacement IMT and to check on the status and condition of payments processed by the Finance/Administration section. Follow-up will also be made following payments to provide information on fiscal, procurement, etc. insights.

The Procurement Unit Leader (PROC) is responsible to communicate with the SPUL and Buying Team Leader (BUYL) throughout the incident.

The open flow of communication between these parties will facilitate acquisition needs and property tracking.

Procurement

The incident agency Administrative Representative provides the Finance/Administration section with the Incident Service and Supply Plan. Incident agency acquisition staff are available to discuss information provided in the plan.

Service and Supply Plan to include:

- Acquisition Organization Chart including contact work and cell telephone numbers.
- Emergency Service Providers (include APMC information, if applicable).
- List of Emergency Equipment Rental Agreements (EERAS) (The IMT is responsible to request copies EERAs as necessary).
- Supply/Service Vendors (include copies of Blanket Purchase Agreements [BPA]).
- Local interagency agreements and operating plans.
- Incident agency and local unit procurement procedures.
- Geographic Area Equipment Rates (*NWCG Standards for Interagency Incident Business Management*, PMS 902, Chapter 20).
- Maps — geographical information.

Many of the normal restrictions on purchasing supplies and services apply when buying for incident operations. Some exceptions exist for emergency incident acquisition (e.g., commissary items and items in lieu of per diem necessary for operating an incident camp). Procurement personnel will consult with the INBA before purchasing such items.

Meal and motel tickets will be used and must be signed by both the procurement official and the individual(s) to which issued.

BUYT Procedures

Initially, incident agency acquisition staff provides acquisition support to the IMT.

The incident agency's Administrative Representative determines the need to resource order a BUYT and may assign incident agency acquisition staff to assist. The BUYT will follow *Interagency Buying Team Guide* operating procedures and adhere to incident agency policy.

The INBA and/or appropriate official consult with the IMT and expanded dispatch regarding BUYT release date.

BUYL is responsible to visit the ICP and incident support locations to establish open lines of communication with IMT personnel (e.g., Expanded Dispatch, Logistics Section Chief [LSC], SPUL, and PROC) to determine the ordering process.

Property Management

The IMT is responsible to cost-effectively manage incident-assigned property, including establishing incident procedures for issuance and return of property.

The BUYL coordinates with IMT personnel to ensure tracking of sensitive, accountable property.

The IMT is responsible to ensure that property not returned is documented in accordance with incident agency procedures, including, but not limited to vendor invoice deductions, completion of property loss/damage forms.

Incident Replacement. All property treated as replacement will be so described on agency-specific forms, Waybill, or left on the incident for rehab or mop up (manifest to the incident unit). All property left on the unit at the close of the incident, will be properly temporarily transferred on the agency's form.

Commissary

The incident agency approves the use of agency commissary.

The IMT may resource order a national contract commissary. The FSC is designated as the contract commissary Contracting Officer's Representative (COR) and will follow requirements and procedures established in the national commissary contract, including establishment of hours of operation, review/approval of items sold, completion of contractor performance evaluation, invoicing.

Compensation for Injury and APMC

The IMT Compensation/Claims Unit Leader (COMP) follows paperwork disposition procedures in the SIIBM.

All medical services, APMC agreements, physicians, burn center, forms, etc., are included in the Service and Supply Plan that will be given to the Finance/Administration section. If the plan is not readily available, contact the assigned Buying Unit or incident agency's acquisition staff for a copy of the information.

Information Systems Management

The incident agency will provide the requested computer needs available to them. Although the computer system may be used in support of the incident, it remains under the control of the incident agency's computer specialist and Administrative Representative.

Following is a list of (unit name) computer personnel and their contact information.

<i>Name</i>	<i>Phone</i>
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Incident Agency Payments

A representative from the budget/fiscal acquisition staff will visit Finance/Administration units to ensure accuracy of payment processes.

Invoices are to be forwarded to budget/fiscal or acquisition, as soon as completed, to ensure timely payment to vendors and contractors. Hand-deliver invoices upon incident closeout to the budget/fiscal unit. Ensure a Finance/Administration section employee is available to discuss incomplete payments or those requiring additional clarification.

Administrative Payment Teams (APT)

The INBA, and/or FSC, and incident agency Administrative Representative determine the need for an APT.

Normally, the APT will be ordered for incidents expected to exceed two weeks in duration and the incident agency cannot provide payment support using regular payment procedures.

Prior to processing any payments, the APT meets with the incident agency's budget/fiscal staff to ensure procedures are in place to avoid duplicate payments.

Depending on the length of the incident and size of vendor's operations, partial payments may be made on a case-by-case basis. All payment documents should be submitted as they are closed out for processing.

End of Pay Period Time & Attendance Reports

The INBA and FSC will determine the most efficient and effective means for processing/communicating pay information to home units at the end of each pay period.

Law Enforcement

All criminal investigations will be conducted by the assigned criminal investigators and law enforcement officers, and will be supervised by the Agency Law Enforcement Coordinator

<i>Name</i>	<i>Phone</i>
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Incident-assigned law enforcement personnel are responsible to complete other types of investigations (claims, motor vehicle accidents, etc.).

Closeout

The Incident Finance Package will meet the standards outlined in Chapter 40 of the *NWCG Standards for Interagency Incident Business Management*, PMS 902. The _____ (unit) also requires the following:

1. xxxxx

2. xxxxx

3. xxxxx

The INBA and Administrative Representative will participate in the IMT exit interview. The INBA and Administrative Representative provide input to the AA regarding IMT performance related to business management. A Finance section closeout will be conducted per agency policy.

1 Cost Log

INCIDENT #:	GRAND TOTAL								
	ADJUSTED COST								
	DAILY COST								
COST LOG	SUPPLY COSTS								
	SUPPORT COSTS								
	DAILY SUBTOTAL								
	EQUIPMENT/ AGREEMENTS								
	RETARDANT								
	AIRCRAFT								
	PERSONNEL								
	DATE								

1 Complex, Merge, and Split Considerations

#	Scenario	Issue	Effect IROC	e-ISuite	FireCode	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 IROC 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 handled under one database, it is 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 IROC	e-ISuite	FireCode	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 IROC 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.

1

#	Scenario	Issue	Effect IROC	e-ISuite	FireCode	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 Gasses 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 (GA) need to coordinate reporting burned acres by ownership on each GA’s respective Situation Reports (done by the local dispatch centers).

All-Hazards Checklist

Pre-Incident

- ☐ Copies of Agreements (interagency, joint powers, cost share, cooperative, local, etc.)
- ☐ Copies of Emergency Planning Documents (Pandemic, Hurricane. All-Hazards Response Guides, etc.) that are applicable, if any
- ☐ Geographic Area Supplements

Arrival at Incident

- ☐ Participate in any in-briefings regarding the incident response
- ☐ Contact Numbers of Key Agency Fiscal Personnel/Assigned Liaison if one assigned
- ☐ Incident Agency Business Operating Guidelines
- ☐ Copy of Incident Agency organization chart, telephone list
- ☐ Copy Incident Action Plan (IAP)
- ☐ Copy Wildland Fire Decision Support System (WFDSS)
- ☐ Copy of Delegation of Authority
- ☐ Determine how medical care is being handled
- ☐ Procedures for hiring and paying casuals
- ☐ Determine ordering processes in place or anticipated (EMAC, FEMA)
- ☐ Determine who and how incident procurements are being handled
- ☐ Understand expenditure, purchasing, and property restrictions
- ☐ Determine Incident Agency Finance Package Guidelines
- ☐ Determine the need to establish agreements with other federal partners (i.e., incidents on federal lands where another federal agency comes to assist)
- ☐ Local area and state maps
- ☐ Copy of Emergency Support Function, Regional Operations Center, Area Command, Incident Management Team (IMT) and Incident Agency Briefing schedules and conference call times

During Incident

- ☐ Incident periods, FEMA declaration time frames *
- ☐ Copies of any FEMA Mission Assignment(s) (MA) *
- ☐ Meet with Key Agency Personnel to discuss financial guidelines, issues, and concerns
- ☐ All Accounting Codes applicable to the incident response *
- ☐ Initiate incident cost accounting to meet agency reimbursement needs

- 1 ☐ ESF4 — Organization Chart for the Incident, if applicable
- 2 ☐ ESF, Regional Coordinator Center, or Joint Field Office Organization Chart with contact names and
- 3 numbers, as needed
- 4 ☐ On-scene FEMA contact name(s) and numbers
- 5 Post Incident
- 6 ☐ Participate in transition meeting with incoming/outgoing financial staff advisors
- 7 ☐ Close out with AA or designee
- 8 * May also be obtained at incident arrival and/or need to check on an on-going basis for additions.
- 9

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).

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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/pms902>.

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/committee/incident-business-committee/roster>.

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