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.
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Chapter 10 – Personnel

Objective

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

Responsibilities

Recruiting agency responsibilities:

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

Hiring unit for casual hires responsibilities:

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

Recruitment

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

Resources

Organized Crews

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

The agency that establishes the crew agreement is responsible to:

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

Agencies may choose to utilize the Incident Behavior form, PMS 935 (Exhibits 10 and 11).
Agreements for organized crews, who are 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 to provide 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 7) (8 CFR 274a2).

Hiring officials will complete the *Single Resource Casual Hire Information*, PMS 934 (Exhibit 9) 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 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.
Personnel Chapter 10

Hiring units are responsible to provide the Incident Behavior form 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 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 (IBA), 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 through the use of the AD Pay Plan, the hiring official is responsible to ensure 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), IBA, 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 [http://youthrules.dol.gov/](http://youthrules.dol.gov/).

**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 age 16 and 17 may be assigned to non-hazardous or non-arduous duties only, e.g., camp support.
- Enrollees age 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 casuals 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 nonpay 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 support group.

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 casuals.

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 (GSA), 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.
Pay Provisions

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

Responsibilities
Incident Management Team 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 1 calendar day (0001 to 2400 hours). In unusual circumstances, the regularly scheduled tour of duty during the assignment may be changed to a 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, IBAs, 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 base pay per day in accordance with their regular tour of duty.

Individuals on 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 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.

For a 2-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 (GS) 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 General Schedule 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 nonstandard 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 work day 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 through the use of the Preparedness/Detail Request found in the National Interagency Mobilization Guide, 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.

#### 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**

• Incident management team or the incident supervisor will sign all OF-288s. Arrangements may be made by the incident supervisor to allow for an alternate signature, e.g., 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 support an incident for 100% of their duties.

• 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 work day 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 are considered overtime and charged to the incident.

• Employee is NOT entitled to guaranteed base hours for each work day 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 in the course of 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 U.S.C.

**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 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.**
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 up to 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 3 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 3-hour maximum limitation applies even when the one-way trip spans 2 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 up to 3 hours once the casual has reached their minimum 8-hour guarantee. Travel interruptions exceeding 3 hours are not compensable if the minimum 8-hour guarantee has been met.

- **Meal Periods** – Time spent eating during travel interruptions is noncompensable, 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 call-back 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 of the following conditions are met:

- The fire is not controlled, and
- The Operations Section Chief makes a decision 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 8 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 Type 1 or 2 Incident Commander (IC) or Agency Administrator (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 Agency Administrator (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 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.

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 2 hours of work or travel, 1 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 B – 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 Incident Commander.

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 8 consecutive hours off duty before beginning a shift.

• Exception to the minimum off-duty hour requirement is allowed when essential to:
  o accomplish immediate and critical suppression objectives, or
  o 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 preposition 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, 2 mandatory days off will be provided (2 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 work day(s), a paid day(s) off will be authorized.

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.
PERSONNEL

CHAPTER 10

Agency Pilot Days Off

- **12 and 2 Work Schedule**  After completion of a 12 day assignment, 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 work day(s), a paid day(s) off will be authorized.

- **6 and 1 Work Schedule**  After completion of a 6 day assignment, 1 mandatory day off will be provided (1 after 6). Days off must occur on the calendar day immediately following the 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 work day(s), a paid day(s) off will be authorized.

All length of assignment rules apply 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, 2 mandatory days off will be provided prior to the 22nd 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**

- Travel
- Day 1-14 (work)
- Travel

**21 Day Scenario**

- Travel
- Day 1-14 (work)
- Day 15-21 (work)
- Travel

**30 Day Scenario**

- Travel
- Day 1-14 (work)
- Day 15-21 (work and two mandatory days off)
- Day 22-30 (work)
- Travel
Contracts, Incident Blanket Purchase Agreements (IBPA), and 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 2 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 2nd 12 day assignment. 2 mandatory days off will be provided on day 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 6 days on and 1 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 3rd 6 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 B – 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 1 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.

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 8 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 (8 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) General Schedule 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 General Schedule Employees**

OPM regulations provide for payment of a differential to GS 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 B.

**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:

<table>
<thead>
<tr>
<th>Position</th>
<th>Hazardous Duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pilot, GS-2181</td>
<td>Operating aircraft in flight</td>
</tr>
<tr>
<td>Forestry Technician (Smokejumper), GS-462</td>
<td>Parachute jumps</td>
</tr>
</tbody>
</table>

GS 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 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 B – hazard/environmental pay matrix).

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

  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.

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

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

Regulations Governing Payment of Hazard Differential for General Schedule Employees

• All-hazard pay differential for GS employees is based on a 24 hour day from 0001 to 2400 hours. An individual who performs duties for which hazard pay differential is authorized shall be paid the hazard differential for all hours in pay status during the calendar day in which the hazardous duty is performed.
  • The automatic cut off time is 2400 hours. An individual working beyond 2400 hours into the next day is entitled to hazard pay differential for 2 days only if exposed to the hazard before and after 2400 hours.
  • No minimum time requirements for exposure shall be established to earn entitlement to differential pay for hazardous duty. Any amount of actual exposure during a calendar day qualifies the individual for the pay differential for all compensable hours performed that day.

• Hazard pay shall be computed on the basis of all hours in pay status. If in an 8 hour workday the individual performs hazardous duty for 1 hour and is in paid leave for 7 hours, the hazard pay differential shall be computed on the full 8 hours. If the individual were in non-pay status (leave without pay) for 7 hours, the hazard pay would be computed on the basis of the 1 hour in pay status.

• Hazard pay shall be computed on the basis of an individual's base compensation and shall be paid in addition to any other compensation the individual earns under other statutory authority.

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

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

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

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

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

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

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.

<table>
<thead>
<tr>
<th>Differential</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 Percent</td>
<td>Fighting Wildland or Range fires on the fireline</td>
</tr>
</tbody>
</table>

• Compensation Based on Actual Exposure.

<table>
<thead>
<tr>
<th>Differential</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Percent</td>
<td>Participating in low level flights in small aircraft including helicopters</td>
</tr>
<tr>
<td>25 Percent</td>
<td>High work</td>
</tr>
<tr>
<td>15 Percent</td>
<td>Participating in operations to attach external load to or from helicopter hovering just overhead.</td>
</tr>
<tr>
<td>4 Percent</td>
<td>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.</td>
</tr>
</tbody>
</table>
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 1 hour’s differential for the exposure. Intermittent exposures during a 1 hour period do not qualify an individual for more than 1 hour’s differential pay for that hour. For exposure beyond 1 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 1 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 1 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 1 differential for the same hours, e.g., a Federal Wage System employee may be paid at 100 percent for 1 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 2 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 Department of the Interior, 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. General Schedule 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). General Schedule 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 means, 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.


- Positions on Type 1 and Type 2 incidents are identified as exempt or nonexempt (reference Exhibit 12).
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, i.e., 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 he/she normally performs. 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 Agency Administrator 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 back 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**

**Finance/Administration Section Chief** responsibilities:

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

**Time Unit Leader** responsibilities:

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

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

Incident Supervisor responsibilities:

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

Incident Personnel responsibilities:

- Accurately report time to their incident supervisor.
- Review time records prior to demobilization.
- 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 (Exhibit 4), is the initial timekeeping document. Time from the CTR is transferred by the PRTC to the Incident Time Report, OF-288 (Exhibits 5 and 6).

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/justifications that would normally be recorded on those official documents are shown or attached to the agency documents (i.e., hazard pay justification, compensable meal breaks, excessive shift justifications, etc.)

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

- **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, 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 4. Individuals may not sign their own CTR.

An incident supervisor should be aware of the pay status of their subordinates, e.g., WG, GS, 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 3 hours at transfer points.
    - Meal breaks.
    - Time of arrival at incident.

- **Hazard/Environmental Differential**
  - **GS 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 Crew Time Reports can be found in Appendix B.
  - **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 4).
- When individuals have different on-shift times, make an entry for each individual (Exhibit 4).

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

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

OF-288s are prepared for all incident personnel at 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.
  - Non-compensable meal breaks.
  - Delays of over 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 employees perform hazardous duty during any part of the calendar day, an "H" is entered on the right side of the Hours column (Exhibit 5).
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 to ensure the proper amount 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 Administratively Determined 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:

- OF-288 and/or CTR (as necessary) to include position code and AD classification
- Employment Eligibility Verification, I-9 (every 3 years)
- Single Resource Casual Hire Information, PMS 934
- Incident Behavior, 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 to complete 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, any federal or state withholding forms, the electronic deposit form, and a copy of the Single Resource Casual Hire Information form.

The casual will retain the Single Resource Casual Hire Information form, a copy of the Incident Behavior form, 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 Single Resource Casual Hire Information form to the Time Unit.
For casual crews, all form requirements remain the same, with the exception of the Single Resource Casual Hire Information form. However, the hiring unit or crew representative informs the casuals of incident behavior expectations and responsibilities. The Crew Boss must provide 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 (Exhibits 10 and 11).

The crew representative will deliver the OF-288s or CTRs to the incident Time Unit. When circumstances require that casuals be hired at the incident, the incident agency provides direction regarding disposition of the I-9, Single Resource Casual Hire Information form, electronic deposit form, and Incident Behavior form. A new Single Resource Casual Hire Information form 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 6).
- **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 8-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 day-off as 8 in the Hours column. Clock hours are not necessary.

**Closing Out Incident Time Reports**

See Exhibit 8 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 40), 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 assure 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 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

1. Exhibit 1 – Administratively Determined (AD) Pay Plan for Emergency Workers (Casuals)
2. Exhibit 2 – Military Time Conversion
3. Exhibit 3 – State Alpha Codes
4. Exhibit 4 – Crew Time Report, SF-261
5. Exhibit 5 – Incident Time Report, OF-288 for Regular Government Employees
6. Exhibit 6 – Incident Time Report, OF-288 for Casual Employees
7. Exhibit 7 – Employment Eligibility Verification, I-9
8. Exhibit 8 – Checklist for Closing Out Incident Time Reports, OF-288
9. Exhibit 9 – Single Resource Casual Hire Information, PMS 934
10. Exhibit 10 – Incident Behavior, PMS 935-1
11. Exhibit 11 – Comportamiento en Incidentes, PMS 935-2
12. Exhibit 12 – Exempt / Nonexempt Positions
Exhibit 1 – Administratively Determined Pay Plan for Emergency Workers

Current pay plans are available at

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

Exhibit 2 – Military Time Conversion

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<th>Military Time</th>
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<td>2400 or 0000</td>
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<tr>
<td>1:00 a.m.</td>
<td>0100</td>
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<tr>
<td>2:00 a.m.</td>
<td>0200</td>
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<td>3:00 a.m.</td>
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<td>4:00 a.m.</td>
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<td>1000</td>
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<td>11:00 a.m.</td>
<td>1100</td>
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<tr>
<td>12:00 p.m. (noon)</td>
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<tr>
<td>1:00 p.m.</td>
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### Exhibit 3 – State Alpha Codes

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<td>OR</td>
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<td>Pennsylvania</td>
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<td>PR</td>
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<td>North Dakota</td>
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<td>NM</td>
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## Exhibit 4 – Example 1, Crew Time Report, SF-261

<table>
<thead>
<tr>
<th>REMARKS NO.</th>
<th>NAME OF EMPLOYEE</th>
<th>CLASSIFICATION</th>
<th>DATE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>S. Burns</td>
<td>GS</td>
<td>0600</td>
<td>1900</td>
</tr>
<tr>
<td>H</td>
<td>A. Brown</td>
<td>GS</td>
<td>0630</td>
<td>1900</td>
</tr>
<tr>
<td>T</td>
<td>R. Wyatt</td>
<td>WG</td>
<td>0700</td>
<td>0930</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td>1000</td>
<td>1900</td>
</tr>
</tbody>
</table>

### REMARKS
- H: Hazard for fighting uncontrolled fire on fireline
- Unable to take a meal break due to blow up on Division D
- T: Wyatt traveled to incident to replace F. Johnson who was injured on 8/6
- E: Env. Diff 25% for fighting uncontrolled fire on fireline

### OFFICER-IN-CHARGE
- **Signature**: Chris
- **Title**: DIVS

### NAME
- **Person Posting to Emergency Time Report**: Michael Yar

### DATE
- **8/8/XX**
Exhibit 4 – Example 2, Crew Time Report, SF-261

**CREW TIME REPORT**

<table>
<thead>
<tr>
<th>Remarks No.</th>
<th>Name of Employee</th>
<th>Classification</th>
<th>Date 8/8/XX</th>
<th>Date 8/9/XX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>H. Castille</td>
<td>AD-F</td>
<td>2000</td>
<td>2400</td>
</tr>
<tr>
<td></td>
<td>V. Reyes</td>
<td>AD-D</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>S. Hernandez</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>J. Tracheta</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Charez</td>
<td>AD-C</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>F. Smith</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>J. Cardero</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>J. Cavez Jr.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>R. Fernandez</td>
<td></td>
<td>0600</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>H. Valdez</td>
<td></td>
<td>0800</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>G. Gusman</td>
<td></td>
<td>0800</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Jose Valdez</td>
<td></td>
<td></td>
<td>0130</td>
</tr>
</tbody>
</table>

**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.

**OFFICER-IN-CHARGE**

Joey Condi

**NAME**

Laurie Time

**DATE**

8/9/XX

STANDARD FORM 261 (5/78)

Prescribed by USDA-USDI (NWCG Handbook No. 2)
Instruction for form completion:

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

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<th>Column B</th>
<th>Same as Column</th>
<th>Column C</th>
<th>Same as Column</th>
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<tr>
<td>8. Incident Name</td>
<td>Sun Creek</td>
<td>5. Incident Name</td>
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<td>8. Incident Name</td>
<td>C.1.16</td>
</tr>
<tr>
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<td>OR-VAD-000002</td>
<td>6. Incident Order Number (e.g., ID-BOF-800123)</td>
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<tr>
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<td>E1T9</td>
<td>11. Resource Request Number (e.g., 8215)</td>
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<th>Mo</th>
<th>Day</th>
<th>Start</th>
<th>Stop</th>
<th>Hours</th>
<th>Mo</th>
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</tr>
<tr>
<td>08</td>
<td>09</td>
<td>06:00</td>
<td>21:00</td>
<td>15.00 H</td>
<td>08</td>
<td>13</td>
<td>DAY OFF</td>
<td></td>
<td></td>
<td>08</td>
<td>16</td>
<td>18:00</td>
<td>24:00</td>
<td>6.00 H</td>
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</tr>
<tr>
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<td>13:00</td>
<td>6.00 H</td>
<td>08</td>
<td>14</td>
<td>20:00</td>
<td>24:00</td>
<td>4.00 H</td>
<td>08</td>
<td>17</td>
<td>00:01</td>
<td>01:30</td>
<td>1.50 H</td>
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<td>13:00</td>
<td>20:30</td>
<td>7.00 H</td>
<td>08</td>
<td>14</td>
<td>QUARANT</td>
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<td>17</td>
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<td>18:00</td>
<td>6.00 H</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>11</td>
<td>07:00</td>
<td>13:00</td>
<td>6.00 H</td>
<td>08</td>
<td>15</td>
<td>00:01</td>
<td>03:00</td>
<td>3.00 H</td>
<td>08</td>
<td>17</td>
<td>18:30</td>
<td>21:00</td>
<td>2.50 H</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In the "Hours" column, indicate "T" for hazardous pay, "E" plus % for environmental differential, "I" for travel.

| 17. Total Hours (all columns) | 123:50 |

### Commissary and Travel

<table>
<thead>
<tr>
<th>16a. Month</th>
<th>16b. Day</th>
<th>16c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)</th>
<th>16d. Reimbursement</th>
<th>16e. Deduction</th>
<th>16f. Firecode</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>10</td>
<td>Toothbrush, Toothpaste</td>
<td>5.00</td>
<td></td>
<td>EL19</td>
</tr>
<tr>
<td>8</td>
<td>14</td>
<td>T-shirt</td>
<td>13.50</td>
<td></td>
<td>EL19</td>
</tr>
</tbody>
</table>

Total: $18.50

### Remarks

### For Payment Center use only

### 20. Employee Signature

### 21. Time Officer Signature

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. 10/2016)
Incident Time Report, OF-288, as used for Federal and Other employees. The form is described in the following instructions for completion:

1. Hired At. Leave blank.
2. Employee Common Identifier. Leave blank.
3. Type of Employment. Check one
   a. Federal. For federal employee, check this block.
   b. Other. For state, local, or tribal government employee, check this block.
4. Hiring Unit Name. Enter employee’s district, field office, area office, etc.
5. Name. Enter employee’s full name. Do not use nicknames.
6. Hiring Unit Phone Number. Enter employee’s hiring unit phone number.
7. Hiring Unit Fax Number. Enter employee’s hiring unit fax number.
8. Incident Name. Enter incident name.
9. Incident Order Number. Enter incident order number (e.g., MT-LNF-000016 or ID-BOD-000042). Do not use “P” number or FireCode.
11. Resource Request Number. Enter the assigned resource request number for the employee.
12. Position Code. Enter the NWCG approved position code found at https://www.nifc.gov/IQCS/index.html, if applicable; for example, PTRC, FFT2, or CREP. If the position is THSP, specify in Remarks block the incident job title of the position to which the individual is assigned, for example, Camp Crew Squad Boss, Voucher Examiner. Each time an individual changes a job, close out that column, start new column for the new job, and enter the new position code or job title if necessary.
13. AD Class. Leave blank.
14. AD Rate. Leave blank.
15. Home/Hiring Unit Accounting Code. Use agency specific accounting code.
   Date and Time. Use this sub-table for entering up to seven on-shift periods
   Month. Enter two digit month on-shift.
   Day. Enter two digit day on-shift.
   Enter days consecutively from row to row and column to column. One exception is the posting of continuation of pay or posting of time when assigned to a complex with multiple incidents. In Remarks block enter reason for breaks in dates.
   Start. Enter military clock time for the beginning of on-shift period.
   Stop. Enter military clock time for the end of on-shift period.
   Hours. Enter hours in single digits for whole hours, for example, 1.00 for one hour; decimals for half and quarter hours, for example 0.50 for a half hour and 0.25 for a quarter hour. Record the net difference between start and stop times. When applicable, enter “T” for travel status, “H” for hazard differential, or “E” for environmental differential after the hours entered.
Compensable travel time to and from the incident and related waiting time should be recorded on separate lines from other compensable time, such as on-shift time.

When compensable time (work, travel, ordered standby) in a calendar day totals less than 8 hours, the Personnel Time Recorder shall enter a separate line on the OF-288, noting “Guarantee” in the Start/Stop columns and leave the Hours column blank. Clock time for guarantee hours should not be shown. Guarantee hours do not apply to the first and last day of assignment.

Day(s) Off. No specific clock hours are to be entered. “Day Off” is entered in the Start/Stop columns, with the Hours column left blank.

If an employee is sick on the incident, record “Guarantee” for remaining hours or all hours of the day as applicable. Leave the hours column blank and notate sick leave in the Remarks block.

Year. Enter the calendar year. This year applies to all following rows of the subtable.

16. **Total Hours.** Add Hours column and enter total hours.

17. **Total Hours (all columns).** Enter total hours from column A, B, C, and D.

18. **Commissary and Travel.** Itemize all commissary purchases here. Purchases must be supported by a Commissary Issue Record, OF-287, or equivalent form, and should be attached to the OF-288. Enter the total amount of commissary purchases.

18a. **Month.** Enter month of commissary issue.

18b. **Day.** Enter day of commissary issue.

18c. **Category.** Enter description of item issued.

18d. **Reimbursement.** Enter reimbursement amount, if applicable.

18e. **Deduction.** Enter amount to be deducted.

18f. **Firecode.** Enter FireCode the reimbursement or deduction.

19. **Remarks.** Indicate hazard/environmental differential information, job title change, etc.

20. **Employee Signature.** All incident personnel are required to sign the OF-288 in other than black ink.

21. **Time Officer Signature.** The form should be signed by the Time Unit or other authorized official in other than black ink.
### INCIDENT TIME REPORT

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

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Employee Common Identifier</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
<tr>
<td>3. Type of Employment (X-One)</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
<tr>
<td>4. Hiring Unit Name (e.g., Ranger District)</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
<tr>
<td>5. Hiring Unit Phone Number</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
<tr>
<td>6. Hiring Unit Fax Number</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
<tr>
<td>8. Incident Name</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
<tr>
<td>9. Incident Order Number (e.g., ID-BOF-000123)</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
<tr>
<td>10. Fire Code (e.g., B205)</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
<tr>
<td>12. Position Code (e.g., FFT2-T)</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
<tr>
<td>G9MJ</td>
<td>Same as Column</td>
<td>Same as Column</td>
<td>Same as Column</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mo</th>
<th>Day</th>
<th>Start</th>
<th>Stop</th>
<th>Hours</th>
<th>Mo</th>
<th>Day</th>
<th>Start</th>
<th>Stop</th>
<th>Hours</th>
<th>Mo</th>
<th>Day</th>
<th>Start</th>
<th>Stop</th>
<th>Hours</th>
<th>Mo</th>
<th>Day</th>
<th>Start</th>
<th>Stop</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td>01</td>
<td>20:00</td>
<td>24:00</td>
<td>4.00 T</td>
<td>08</td>
<td>04</td>
<td>19:00</td>
<td>24:00</td>
<td>5.00</td>
<td>08</td>
<td>08</td>
<td>07:00</td>
<td>13:00</td>
<td>6.00</td>
<td>08</td>
<td>12</td>
<td>08:00</td>
<td>13:30</td>
<td>5.50 T</td>
</tr>
<tr>
<td>08</td>
<td>02</td>
<td>00:01</td>
<td>01:30</td>
<td>1.50 T</td>
<td>08</td>
<td>06</td>
<td>02:01</td>
<td>07:00</td>
<td>7.00</td>
<td>08</td>
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<td>7.00</td>
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<td></td>
</tr>
<tr>
<td>08</td>
<td>02</td>
<td>10:00</td>
<td>24:00</td>
<td>6.00</td>
<td>08</td>
<td>06</td>
<td>08:00</td>
<td>24:00</td>
<td>6.00</td>
<td>08</td>
<td>09</td>
<td>DAY OFF</td>
<td>8.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>02</td>
<td>GUARANTEE</td>
<td>0.50</td>
<td>08</td>
<td>06</td>
<td>17:00</td>
<td>22:30</td>
<td>5.00</td>
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<tr>
<td>08</td>
<td>03</td>
<td>00:00</td>
<td>08:00</td>
<td>8.00</td>
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<td>07</td>
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<td>13:00</td>
<td>6.00</td>
<td>08</td>
<td>11</td>
<td>13:30</td>
<td>20:00</td>
<td>6.50</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>04</td>
<td>08:00</td>
<td>13:30</td>
<td>5.50</td>
<td>08</td>
<td>11</td>
<td>13:30</td>
<td>20:00</td>
<td>6.50</td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Year: 20xx | Total Hours: 32.00
Year: 20xx | Total Hours: 37.00
Year: 20xx | Total Hours: 45.50

**For Payment Center use only**

18. Commissary and Travel

<table>
<thead>
<tr>
<th>18a. Month</th>
<th>18b. Day</th>
<th>18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)</th>
<th>18d. Reimbursement</th>
<th>18e. Deduction</th>
<th>18f. Firecode</th>
</tr>
</thead>
<tbody>
<tr>
<td>08</td>
<td>01</td>
<td>POV Mileage (200 miles x $0.58)</td>
<td>112.00</td>
<td>0</td>
<td>G9MJ</td>
</tr>
<tr>
<td>08</td>
<td>04</td>
<td>Toothbrush, Toothpaste</td>
<td>5.00</td>
<td>0</td>
<td>G9MJ</td>
</tr>
<tr>
<td>08</td>
<td>05</td>
<td>Gloves</td>
<td>3.00</td>
<td>0</td>
<td>G9MJ</td>
</tr>
<tr>
<td>08</td>
<td>12</td>
<td>POV Mileage (200 miles x $0.58)</td>
<td>112.00</td>
<td>0</td>
<td>G9MJ</td>
</tr>
</tbody>
</table>

Total: $224.00 | $8.00

### Department of the Interior

NSN 7540-01-124-7833

### Department of Agriculture (U.S. Forest Service)

OPTIONAL FORM 288 (REV. 10/2015)

### PERSONNEL

CHAPTER 10
Incident Time Report, OF-288, as used for casuals. The form is described in the following instructions for completion.

1. **Hired At.** Enter the employee’s home unit identifier (e.g., ID-BOF).
2. **Employee Common Identifier.** Enter the individual’s ECI.
3. **Type of Employment.** Check Casual.
4. **Hiring Unit Name.** Enter ranger district, field office, area office, etc of the hiring unit.
5. **Name.** Enter casual’s full name. Do not use nicknames.
6. **Hiring Unit Phone Number.** Enter hiring unit phone number.
7. **Hiring Unit Fax Number.** Enter hiring unit fax number.
8. **Incident Name.** Enter incident name.
9. **Incident Order Number.** Enter incident order number (e.g., MT-LNF-000016 or ID-BOD-000042). Do not use “P” number or FireCode.
10. **Fire Code.** Enter FireCode for the incident.
11. **Resource Request Number.** Enter the assigned resource request number for the employee.
12. **Position Code.** Enter the NWCG approved position code found at [https://www.nifc.gov/IQCS/index.html](https://www.nifc.gov/IQCS/index.html), if applicable; for example, PTRC, FFT2, or CREP. If the position is THSP, specify in Remarks block the incident job title of the position to which the individual is assigned, for example, Camp Crew Squad Boss, Voucher Examiner. Each time an individual changes a job, close out that column, start new column for the new job, and enter the new position code or job title if necessary.
13. **AD Class.** Enter AD classification of position code.
14. **AD Rate.** Enter correct AD Rate that corresponds with the AD Class.
15. **Home/Hiring Unit Accounting Code.** Use agency specific accounting code.
16. **Date and Time.** Use this sub-table for entering up to seven on-shift periods
17. **Month.** Enter two digit month on-shift.
18. **Day.** Enter two digit day on-shift.
19. Enter days consecutively from row to row and column to column. One exception is the posting of continuation of pay or posting of time when assigned to a complex with multiple incidents. In Remarks block enter reason for breaks in dates.

20. **Start.** Enter military clock time for the beginning of on-shift period.
21. **Stop.** Enter military clock time for the end of on-shift period.
22. **Hours.** Enter hours in single digits for whole hours, for example, 1.00 for one hour; decimals for half and quarter hours, for example 0.50 for a half hour and 0.25 for a quarter hour. Record the net difference between start and stop times. When applicable, enter “T” for travel status.
23. Compensable travel time to and from the incident and related waiting time should be recorded on separate lines from other compensable time, such as on-shift time.
When compensable time (work, travel, ordered standby) in a calendar day totals less than 8 hours, the Personnel Time Recorder shall enter a separate line on the OF-288, noting “Guarantee” in the Start/Stop columns and post the actual number of guarantee hours not to exceed 8 hours in the Hours column. Clock time for guarantee hours should not be shown. Guarantee hours do not apply to the first and last day of assignment or to days off at the point of hire.

Day(s) Off. No specific clock hours are to be entered. “Day Off” is entered in the Start/Stop columns, with appropriate hours not to exceed 8 in the Hours column.

If an employee is sick on the incident, record “Guarantee” for remaining hours or all hours of the day as applicable. Post the actual number of guarantee hours, not to exceed 8 hour daily guarantee. Notate sick leave in the Remarks block.

Year. Enter the calendar year. This year applies to all following rows of the subtable.

16. Total Hours. Add Hours column and enter total hours.

17. Total Hours (all columns). Enter total hours from column A, B, C, and D.

18. Commissary and Travel. Itemize all commissary purchases and travel reimbursement here. Purchases must be supported by a Commissary Issue Record, OF-287, or equivalent form, but this form should be attached to the OF-288. Enter the total amount of commissary purchases or travel reimbursement. Use one line per item.

18a. Month. Enter month of commissary issue or travel.

18b. Day. Enter day of commissary issue or travel.

18c. Category. Enter description of item issued or travel.

18d. Reimbursement. Enter amount to be reimbursed.

18e. Deduction. Enter amount to be deducted.


19. Remarks. Indicate job title change, etc.

20. Employee Signature. All incident personnel are required to sign the OF-288 in other than black ink.

21. Time Officer Signature. The form should be signed by the Time Unit or other authorized official in other than black ink.
Exhibit 7 – Employment Eligibility Verification, Form I-9

Form available at [https://www.uscis.gov/i-9](https://www.uscis.gov/i-9).

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

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

1. Time Unit personnel should verify the following when auditing OF-288s:
   a. ECI present for casual employees.
   b. Type of employment indicated.
   c. Hiring unit identifier.
   d. Incident name and incident order number indicated in all columns.
   e. AD classification, pay rate, position title and NWCG position code for casuals. Cross check AD classification with position title to ensure proper pay rate is applied.
   f. NWCG position code indicated for incident personnel other than casuals.
   g. Time posted chronologically. Verify time posted against Crew Time Report, SF-261.
   h. Columns totaled (hours only).

2. When notified that the crew/individual will be demobilized, determine if the crew/individual is going home or to another incident.
   a. 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 casuals should be recorded per agency guidelines. Follow agency procedures for disposition of the OF-288.
   b. If the crew/individual is going to another incident, close out the OF-288 as below and initiate travel time to the new incident on a CTR.
      a. Ensure all commissary issues and travel reimbursements have been posted. Total the reimbursement and deduction columns.
      b. Ensure time has been properly documented on a CTR and CTRs have been posted.
      c. Ensure travel has been posted according to home/hiring agency procedures. Post beginning travel time. Leave remainder of column open for home unit supervisor to post and approve ending travel time.
      d. Estimate and record return travel time for casuals per hiring agency direction.
      e. Cross out unused and blank time entry columns.
      f. The Time Unit Leader coordinates transmittal of the required pay documents for casuals per hiring unit direction.
      g. Forward original injury documents per hiring unit agency guidelines. A copy may be provided to the employee.
3. Once all these items have been verified and completed, all incident personnel will sign their OF-288 in other than black ink. The crew representative/individual is given the original and employee copy of the OF-288. The file copy is retained for the Incident Finance Package. Payment procedures will be followed and facilitated by the TIME to ensure all payment documents are provided to the incident agency.

4. Reference Chapter 30 for procedures regarding non-returned property and the resulting documentation and OF-288 deductions.

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

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

https://www.nwcg.gov/publications/934

Exhibit 10 – Incident Behavior form, PMS 935-1

https://www.nwcg.gov/publications/935-1

Exhibit 11 – Incident Behavior form, PMS 935-2

## Exhibit 12 – Exempt / Nonexempt Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>FLSA Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Payment Team Leader</td>
<td>Exempt</td>
</tr>
<tr>
<td>Administrative Payment Team Member</td>
<td>Nonexempt</td>
</tr>
<tr>
<td>Advanced Emergency Medical Technician</td>
<td>Nonexempt</td>
</tr>
<tr>
<td>Advanced Emergency Medical Technician - Fireline</td>
<td>Nonexempt</td>
</tr>
<tr>
<td>Agency Representative</td>
<td>Exempt</td>
</tr>
<tr>
<td>Air Attack Group Supervisor</td>
<td>Exempt</td>
</tr>
<tr>
<td>Air Support Group Supervisor</td>
<td>Exempt</td>
</tr>
<tr>
<td>Airtanker Coordinator</td>
<td>Exempt</td>
</tr>
<tr>
<td>Aircraft Base Radio Operator</td>
<td>Nonexempt</td>
</tr>
<tr>
<td>Aircraft Timekeeper</td>
<td>Nonexempt</td>
</tr>
<tr>
<td>BAER Team Leader &amp; Members</td>
<td>Exempt</td>
</tr>
<tr>
<td>Base Camp Manager</td>
<td>Nonexempt</td>
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<tr>
<td>Buying Team Leader</td>
<td>Exempt</td>
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<tr>
<td>Buying Team Member</td>
<td>Nonexempt</td>
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<tr>
<td>Claims Specialist</td>
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<tr>
<td>Commissary Manager</td>
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<td>Communications Technician</td>
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<td>Exempt</td>
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<tr>
<td>Compensation for Injury Specialist</td>
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<tr>
<td>Compensation/Claims Unit Leader</td>
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<tr>
<td>Computer Technical Specialist</td>
<td>Nonexempt</td>
</tr>
<tr>
<td>Contracting Officer Representative</td>
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<tr>
<td>Cook</td>
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<tr>
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<td>Dozer/Tractor Plow Operator</td>
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<tr>
<td>Position</td>
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<tr>
<td>---------------------------------------</td>
<td>-------------</td>
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<tr>
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<td>ESF4 Primary Leader</td>
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<td>ESF4 Wildland Support</td>
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<tr>
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<td>Status/Check-in Recorder</td>
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<td>Task Force/Strike Team Leader</td>
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<td>Tool and Equipment Helper</td>
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</tr>
<tr>
<td>Weather Observer</td>
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</tbody>
</table>
Commissary

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

Responsibilities
Incident Agency responsibilities:
- Provide direction to the IMT regarding availability and use of commissary and agency specific requirements regarding commissary items and documentation.

Finance/Administration Section Chief responsibilities:
- Establish and oversee the commissary operation.
- Determine the need and type of commissary based on the size, type, and projected incident duration.

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

Procurement Unit Leader responsibilities:
- Ensure commissary issue deductions are posted to the appropriate vendor pay document.
- Ensure deductions are posted in a timely manner.

Home Unit responsibilities:

Payment Unit responsibilities:

Commissary Procedures

Commissary Privileges – Payroll Deduction
Regular government employees and casuals may be authorized payroll deductions for commissary purchases.
State employees and local cooperators may have commissary payroll deductions if authorized by cooperative agreement, geographic area supplement, or state agency policy.
National Guard personnel hired as casuals may be authorized payroll deduction commissary privileges.
National Guard mobilized by the Governors orders are not authorized commissary by payroll deduction.
Military personnel are not entitled to commissary by payroll deduction.
Commissary Privileges – Contractors

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

Agency-Provided Commissary

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

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

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

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

Ordering/Receiving Procedures

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

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

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

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

Commissary Issue Record

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

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

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

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

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

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

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

Exhibits

Exhibit 13 – Commissary Issue Record, OF-287
Exhibit 14 – Commissary Accountability Record, OF-284.
### Exhibit 13 – Commissary Issue Record, OF-287

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>George Chavez</td>
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<td>COMMODITY</td>
<td>Cigarettes</td>
<td>Boots</td>
<td>Socks</td>
<td>Sweatpants</td>
<td>Chew</td>
<td>D</td>
<td>TOTAL COST</td>
<td>CREW IDENT.</td>
<td>NAME</td>
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<td>A.</td>
<td>UNIT PRICE</td>
<td>12</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>12</td>
<td>$12.00</td>
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**Original - Commissary**

**Optional Form 337 (9-81)**

USDA/USDI 50287-101
### Exhibit 14 – Commissary Accountability Record, OF-284

<table>
<thead>
<tr>
<th>A. PO NUMBER or TRANSFER</th>
<th>B. DATE</th>
<th>C. VENDOR or TRANSFER UNIT</th>
<th>D. DOLLAR VALUE</th>
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<tbody>
<tr>
<td>PO47-01-115500</td>
<td>8-11-XX</td>
<td>Big Lake Hardware</td>
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<td>PO47-01-115501</td>
<td>9-12-XX</td>
<td>Subex</td>
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<td>WJ4701000</td>
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<td>KMF Warehouse</td>
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<td>(4)</td>
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</tr>
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<td>(12)</td>
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**c. NET CHANGE**: 460.00

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<tr>
<th>E. VALUE OF STOCK ON HAND (Per Report)</th>
<th>238.00</th>
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<tr>
<td>F. TOTAL (Item A plus E)</td>
<td>606.00</td>
</tr>
<tr>
<td>G. VALUE OF STOCK ISSUED DURING PERIOD (Stock Commodity Movement Copies or Other Commodity Issue Records)</td>
<td>427.50</td>
</tr>
<tr>
<td>H. BALANCE (Item C minus F plus G)</td>
<td>258.50</td>
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**I. OVERAGE (Excess Items? Invoices?)**: 258.28

**J. SHORTAGE (Deficiency Items? Invoices?)**: 24

**K. REMARKS**: All differences due to averaging took place.

<table>
<thead>
<tr>
<th>L. AUTHORIZED SIGNATURE</th>
<th>M. TITLE</th>
<th>N. DATE</th>
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<tbody>
<tr>
<td>Lewis Champ</td>
<td>Commission Manager</td>
<td>6-12-XX</td>
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I certify that I have determined the accuracy of item 5, and hereby accept responsibility for all items represented.

<table>
<thead>
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<th>O. SIGNATURE</th>
<th>P. TITLE</th>
<th>Q. DATE</th>
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</thead>
<tbody>
<tr>
<td>Mary Goodall</td>
<td>New Commission Manager</td>
<td>6-12-XX</td>
</tr>
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</table>
Instructions for form completion:

1. **Project.** Incident Order Number.

2. **Camp Name.** Incident Name.

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

4. **Value of Stock Received, Transferred, or Returned.**

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

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

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

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

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

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

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

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

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

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

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

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

11. **Remarks.** Indicate any differences, or other comments of interest.

12. **Authorized Signature.** Signature of individual preparing report.

13. **Title.** Title of person preparing report.

14. **Date.** Date report prepared.

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

16. **Title.** Title of person receiving inventory.

17. **Date.** Date inventory transferred.

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

Objective

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

Authorities

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

Responsibilities

Incident agency responsibilities:

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

Incident Management Team responsibilities:

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

Finance/Administration Section Chief responsibilities:

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

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

- Ensure the appropriate state or federal forms are properly completed for all work related injuries or illnesses beyond first aid.
- Authorize medical treatment, as appropriate, using state or federal workers’ compensation forms, Authorization for Examination or Treatment CA-16, or Agency Provided Medical Care Authorization and Medical Report, FS-6100-16.
- Review medical treatment documentation for work restrictions and inform the individual’s supervisor of these restrictions.
- Ensure that necessary paperwork is completed, processed, forwarded and/or faxed to the individual’s home unit within established timeframes.
- Ensure all Privacy Act information is properly safeguarded.
- Advise individuals of their rights and responsibilities when injured or ill.
• Provide information to the Time Unit Leader (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. DOL 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.

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 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 17). The authorizing official shall ensure the U.S. DOL OWCP address is indicated in block 12 of the CA-16. This address is DFEC Central Mailroom, 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 15) and seeks medical treatment from a physician. The individual may claim COP for any wage loss due to the injury. The intent of COP is to avoid interruption of the employee’s income while the claim is being adjudicated by OWCP. A disability exists only when determined by the physician and time loss must be documented by medical records for an individual to be eligible for COP.

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

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

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

- **Controvert** – In questionable situations, the agency may wish to controvert (not pay) COP. The instructions on the CA-1, item 36, identify the only reasons COP may be controverted. Any issues beyond those described should be communicated to the home unit for action.

- **COP Recording Procedures** – Time loss due to disability and medical treatment on the day of injury is not charged to COP. The individual is kept in regular pay status to meet base hour requirements or paid the guaranteed hours (8, 9, or 10) for that calendar day. COP begins with the first day of absence for disability or medical treatment following the date of injury and should be identified on the *Incident Time Report*, OF-288.

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

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

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

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

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

To record COP, indicate "COP" in the Start/Stop columns. Note date and time of injury and return to duty information in the Remarks block (Exhibit 20).
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 subsequent to the date of injury and initial treatment, a casual worked 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 2 hours (4 hours work + 2 hours travel/medical + 2 hours COP = 8 hours guarantee). The 2 hours of medical time is compensable as work time as it falls within the guaranteed 8 hours. Record "COP" in the Start/Stop columns and "2" in the Hours column.

If a casual works 8 or more hours prior to 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 8 hours of compensation for the day.

Do not confuse COP with the guaranteed 8 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 8 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 1 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 are 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.

- **Employee Choice of Processes** – Injured federal employees do not have a right to treatment under APMC as they do under FECA. It is the incident agency’s choice whether or not to offer APMC. Per OWCP, the employee’s use of APMC instead of FECA is voluntary. The COMP is responsible to counsel the employee on the difference between APMC and OWCP treatment and allow the employee to choose.

- **APMC Use for Treatment of Traumatic Injuries** – Use of APMC for traumatic injuries must be limited to injury/illness cases involving only 1 treatment and may not include authorization for therapy, stitches, x-rays, or other non-first aid treatments.

- **APMC Use for Treatment of Occupational Disease & Illness Claims** – APMC may be used to authorize first aid treatment only for illnesses such as respiratory infections, colds, sore throats and similar conditions associated with exposure to smoke, dust, and weather conditions, etc. Authorization of APMC treatment is at the discretion of the incident agency and should be minimal, only to relieve suffering. APMC is appropriate as an interim measure until the employee can arrange for private medical attention, at the individual’s expense, or file an occupational illness claim under FECA and await OWCP approval to incur medical expenses.

- **Non-Work Related Injuries/Illness** – APMC should not be authorized for non-work related injuries or illnesses. However, in situations where treatment is deemed necessary by the incident agency, counsel the employee and ensure that a payroll deduction is made to cover the cost. The incident agency is responsible for paying the medical provider and for resolving any disputed matters with the individual treated for all APMC services authorized.

- **APMC Use for Dental Work** – Do not authorize APMC for dental treatment, e.g., toothache due to cavity, where there is any question whether it relates to a work related injury. Upon return to the home unit, the individual can obtain treatment and file a claim for reimbursement from OWCP if they feel the condition was work related. However, in situations where treatment is deemed necessary by the incident agency, counsel the employee and ensure that a payroll deduction is made to cover the cost.

- **Contractors** – Contract personnel may not utilize APMC services.

- **State and Other Non-Federal Employees** – State authorities vary and may not allow APMC for state employees. Contact the employee’s state or federal incident business management coordinator for guidance.
State and National Guard employees’ coverage is dependent on the contract and/or agreement under which they are dispatched.

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

### Procedures to Establish APMC

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

### Payment of APMC Costs

Appropriate APMC costs, as authorized by the FSC or COMP, are paid by incident personnel or the 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 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 19).

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 “Occupational Safety and Health Administration (OSHA) Site Code” blank. Home unit is responsible to complete.

COMP advises individual of rights, benefits, and responsibilities.

COMP authorizes medical care, if appropriate, by issuing:

- If using FECA procedures: Authorization for Examination and/or Treatment, CA-16, if the case requires any medical treatment. Only one form per injury is issued to the medical provider. OR;
- If using APMC procedures: Agency Provided Medical Care Authorization and Medical Report, FS-6100-16, for one first aid type of treatment. If a follow-up appointment, after duty hours, is required, COMP issues another FS-6100-16. The original M number is used for a follow up visit.
- If verbal authorization is given to the medical provider, forward the authorization form to provider within 48 hours.

Injured individual or individual acting on their behalf returns completed form to the COMP.

COMP faxes and provides original documentation to employee for submission to the home unit.

**Occupational Disease/Illness**

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

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

**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 faxes 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://owcp.dol.acs-inc.com.

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 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 faxes 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 2 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. In order 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 2 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 Compensation/Claims Unit Leader:

- Uses the *Incident Injury Case File Envelope*, OF-313, to file injury forms, supporting documentation, and medical treatment documentation. Forward the complete package to the individual’s home unit upon demobilization of the individual (Exhibit 22).

- Completes an incident injury/illness log to document injuries/illnesses. The log may not contain any Personally Identifiable Information (PII) (Exhibit 19).

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

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

Exhibit 17 – Authorization for Examination and/or Treatment, CA-16

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

Exhibit 19 – Sample Incident Injury/Illness Log

Exhibit 20 – Incident Time Report, OF-288, showing COP for a regular government employee

Exhibit 21 – Incident Time Report, OF-288, showing COP for a casual employee

Exhibit 22 – Sample Incident Injury Case File Envelope, OF-313
Federal Employee’s Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation

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

**Employee Data**

1. Name of employee (Last, First, Middle)  
   Smith, Katrina L.
2. Social Security Number  
   000-00-0000
3. Date of birth  
   02/02/1952
4. Sex  
   Female
5. Home telephone  
   (206) 555-1234
6. Grade as of date of injury  
   Level 7, Step 2
7. Employee’s home mailing address (include street address, city, state, and ZIP code)  
   123 Waterway Rd
   Boise, ID 83705
8. Dependents  
   [ ] Wife, Husband  
   [ ] Children under 18 years  
   [ ] Other

**Description of Injury**

9. Place where injury occurred (e.g., 2nd floor, Main Post Office Building, 12th & Pine)  
   Warm Lake Incident Base - Tool Sharpening Area
10. Date injury occurred  
    Mo. Day Yr.  
    07/12/2016
11. Date of this notice  
    Mo. Day Yr.  
    07/12/2016
12. Employee’s occupation  
   Forestry Technician
13. Cause of injury (Describe what happened and why)  
   While sharpening a shovel, my right hand slipped and my right thumb ran across the shovel’s edge.
14. Nature of injury (identify both the injury and the part of the body, e.g., fracture of left leg)  
   Right thumb laceration
15. Signature of employee or person acting on his/her behalf  
   [ ] a. Occupation code  
   [ ] b. Type code  
   [ ] c. Source code
   OWCP Use - NOI Code
   Date July 12, 2016

**Witness Statement**

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

Name of witness  
Piper Lynn
Signature of witness
Date signed  
07/12/2016
Address  
PO Box 3333
City  
Boise
State  
ID 83704

Form CA-1
Revised January 2018

Print Form  
Save Form  
Reset Form

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

### Supervisor’s Report

17. Agency name and address of reporting office (include street address, city, state, and ZIP code)
   BLM - Boise District Office

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>3926 Development Ave</td>
<td></td>
<td>83705</td>
</tr>
</tbody>
</table>

19. Employee’s retirement coverage
   - CSRS
   - FERS
   - Other (identify)

20. Regular work hours
   - From: 9:00 a.m. To: 6:00 p.m.

22. Date of injury
   - Mo. Day Yr. 07/12/2016

25. Date pay stopped
   - Mo. Day Yr. 07/13/2016

28. Was employee injured in performance of duty?
   - Yes [ ]
   - No [ ]

29. Was injury caused by employer’s willful misconduct, intoxication, or intent to injure self or another?
   - Yes (If “Yes,” explain) No

31. Name and address of third party (include street address, city, state, and ZIP code)

33. First date medical care received
   - Mo. Day Yr. 07/12/2016

35. Do medical reports show employee is disabled for work?
   - Yes [ ]
   - No [ ]

36. If the employing agency controverts continuation of pay, state the reason in detail.
   - N/A

37. Pay rate when employee stopped work
   - $17.70 Per Hour

### Signature of Supervisor and Filing Instructions

38. A supervisor who knowingly certifies any false statement, misrepresentation, concealment of fact, etc. in respect of this claim may also be subject to appropriate felony criminal prosecution.

I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Name of supervisor (Type or print)
Laine Schwoebel

Signature of supervisor
07/12/2016

Supervisor’s Title
Supply Unit Leader

Office phone (208) 555-1212

### Filing instructions

- No last time and no medical expense: Place this form in employee’s medical folder (SF-66-D)
- No last time, medical expense incurred or expected: Forward this form to OWCP
- Lost time covered by leave, LWOP, or COP: Forward this form to OWCP
- First Aid Injury

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Print Form  Save Form  Reset Form

Form CA-1
Revised January 2013

NWCG Standards for Interagency Incident Business Management (4/2018) 10-66

Contents
PERSONNEL

CHAPTER 10

Instructions for Completing Form CA-1

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

**Employee (or person acting on the employee’s behalf)**

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

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

**Supervisor**

As the time the form is received, complete the receipt of notice of injury and give it to the employee. In addition to completing item 13 through 30, the supervisor is responsible for obtaining the witness statement in Item 10 and for filing in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expended, the completed form should be sent to OWCP within 10 working days after it is received.

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

If the employing agency contests the injury, the employee should be notified and the reason for controversy explained to him or her.

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

18) **Duty station street address and zip code**
   The address and zip code of the establishment where the employee actually works.

19) **Employers Retirement Coverage**
   Indicate which retirement system the employee is covered under.

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

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

**Employing Agency - Required Codes**

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

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

**OWCP Agency Code**

This is a four-digit (or four digit plus two letter) code used by OWCP to identify the employing agency. The proper code may be obtained from your personnel or compensation office, or by contacting OWCP.
Benefits for Employees under the Federal Employees’ Compensation Act (FECA)

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

1. Continuation of pay for disability resulting from traumatic, job-related injuries not to exceed 45 calendar days. To be eligible for continuation of pay, the employee, or someone acting on his/her behalf, must file Form CA-1 within 30 days following the injury and provide medical evidence in support of disability within 10 days of submission of the CA-1. Where the employing agency continues the employee’s pay, the pay must be continued only if the evidence presented is not less than one of the provisions outlined in 20 CFR 10.222 apply.

4. Vocational rehabilitation and related services where directed by OWCP.

5. All necessary medical care from qualified medical providers. The injured employee may choose the physician who provides initial medical care. Generally, 25 miles from the place of injury, place of employment, or employment’s place of business is a reasonable distance to travel for medical care.

2. Payment of compensation for wage loss after the expiration of COP, if disability extends beyond such period, or if COP is not payable. If disability continues after COP expires, Form CA-7, with supporting medical evidence, must be filed with OWCP. To avoid interruption of income, the form should be filed on the 40th day of the COP period.

4. All necessary medical care from qualified medical providers. The injured employee may choose the physician who provides initial medical care. Generally, 25 miles from the place of injury, place of employment, or employment’s place of business is a reasonable distance to travel for medical care.

(2) An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Forms CA-7, available from the personnel office, should be submitted BEFORE a decision is made on leave.

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

Privacy Act

In accordance with the Privacy Act of 1974, as amended (5 U.S.C. 552a), you are hereby notified that: (1) The Federal Employees’ Compensation Act, as amended and extended (5 U.S.C. 81D1, et seq.) (FECA) is administered by the Office of Workers’ Compensation Programs of the U.S. Department of Labor, which receives and maintains personal information on claimants and their immediate families. (2) Information which the Office has will be used to determine eligibility for and the amount of benefits payable under the FECA, and may be verified through computer matches or other appropriate means. (3) Information may be given to the Federal agency which employed the claimant at the time of injury in order to verify statements made, answer questions concerning the status of the claim, verify billing, and to consider issues relating to retention, release, or other relevant matters. (4) Information may also be given to other Federal agencies, other governmental agencies, other organizations, and employers as part of rehabilitative and other return-to-work programs and services. (5) Information may be disclosed to physicians and other health care providers for use in providing treatment or medical/vocational rehabilitation, making evaluations for the Office, and for other purposes related to the medical management of the claim. (6) Information may be given to Federal, state and local agencies for law enforcement purposes. To obtain information relevant to a decision under the FECA, to determine whether benefits are being paid properly, including whether prohibited dual payments are being made, and to pursue any administrative offset and debt collection actions required or permitted by the FECA and the Debt Collection Act. (7) Disclosure of the claimant’s social security number (SSN) or tax identification number (TIN) on this form is mandatory. The SSN and/or TIN, and other information maintained by the Office, may be used for identification, to support debt collection efforts carried out by the Federal government, and for other purposes required or authorized by law. (8) Failure to disclose all requested information may delay the processing of the claim or the payment of benefits, or may result in an unfavorable decision or reduced level of benefits.

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

Receipt of Notice of Injury

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

Katrina L Smith

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

At (Location)

Warm Lake Incident Base

Signature of Official Superior Title Date (Mo. Day, Yr.)

Supply Unit Leader 07/12/XXXX

*U.S. OEO 1990-445-345127504

Form CA-1

Print Form Save Form Reset Form

Revised January 2013
Exhibit 16 – Notice of Occupational Disease and Claim for Compensation, CA-2

Notice of Occupational Disease and Claim for Compensation

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

Employee Data
1. Name of Employee (Last, First, Middle) Ruby
2. Social Security Number
3. Date of birth Mo. Day Yr. 07/12/1959
4. Sex M - F
5. Home telephone (206)555-1111
6. Grade as of date of last exposure Level 6 Step 5

7. Employee's home mailing address (include street address, city, state, and ZIP code)
   285 Smoke Street
   City Boise
   State ID - 83705
   ZIP Code

8. Dependents
   ☑ Wife, Husband
   ☑ Children under 18 years
   ☑ Other

9. Occupation code
   Forestry Technician

10. Location where you worked when disease or illness occurred (include street address, city, state, and ZIP code)
    Paper Fire on the Boise National Forest
    City Cascade
    State ID - 83603
    ZIP Code

11. Date you first became aware of disease or illness
    Mo. Day Yr. 08/22/2016

12. Date you first realized the disease or illness was caused or aggravated by your employment
    Mo. Day Yr. 08/22/2016

13. Explain the relationship to your employment, and why you came to this realization
    While working as a firefighter on the Paper Fire, I was subject to a great amount of smoke inhalation. The smoke was caused by a slop over in the area where I was working.

14. Nature of disease or illness
    Smoke Inhalation

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

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

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

Employee Signature

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

Signature of employee or person acting on his/her behalf

Date


NWCG Standards for Interagency Incident Business Management (4/2018) 10-69

Contents

Supervisor's Report

19. Agency name and address of reporting office (include street address, city, state, and ZIP code)
USFS, ASC-HCM Workers' Compensation Section
3900 Masthead St., MS-118

20. Agency agency code

21. Regular work hours
   From 6:00 a.m. To 6:00 p.m.

22. Regular work schedule

23. Name and address of physician first providing medical care (include city, state, and ZIP code)
Cascade Medical Center
4720 Deer Lane
Cascade, ID 88803

24. First date medical care received
   Mo. Day Yr.

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

26. Date employee first reported condition to supervisor
   Mo. Day Yr.
   08/22/2016

27. Date and hour employee stopped work
   Mo. Day Yr. Time
   08/22/2016 02:00 p.m.

28. Date and hour employee's pay stopped
   Mo. Day Yr. Time

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

30. Name and address of third party (include street address, city, state, and ZIP code)

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

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

33. Was injury caused by third party?
   Yes [ ] No [ ]

34. Name and address of third party (include street address, city, state, and ZIP code)

Signature of Supervisor

35. A supervisor who knowingly certifies any false statement, misrepresentation, concealment of fact, etc., in respect to this claim may also be subject to appropriate federal criminal prosecution.

I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Name of Supervisor (Type or print)
Tammy Bull

Signature of Supervisor

Supervisor's Title
Strike Team Leader
Office Phone (208) 555-1234

Form CA-3
Disability Benefits for Employees under the Federal Employees’ Compensation Act (FECA)

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

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

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

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

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

For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Title 5, Chapter 1 or Chapter 810 of the Office of Personnel Management’s Federal Personnel Manual).

Privacy Act

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

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

Receipt of Notice of Occupational Disease or Illness

This acknowledges receipt of notice of disease or illness sustained by:

(name of injured employee)

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

At (Location)

Signature of Official Superior

Title

Data (Mo, Day, Yr)

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

Form CA-2
PERSONNEL  
CHAPTER 10

INSTRUCTIONS FOR COMPLETING FORM CA-2

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

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

Complete items 1 through 10 and submit the form to the employee's supervisor along with the statement and medical reports described below. Be sure to obtain the Receipt of Notice of Disease or Illness completed by the supervisor at the time the form is submitted.

1) Employee’s statement
   In a narrative statement attached to the form, the employee must submit the following information:
   a) A detailed history of the disease or illness from the date it started.
   b) Complete details of the conditions of employment which are believed to be responsible for the disease or illness.
   c) A description of specific exposures to substances or stressful conditions causing the disease or illness, including locations where exposure or stress occurred, as well as the number of hours per day and days per week of such exposure or stress.
   d) Identification of the part of the body affected. (If disability is due to a heart condition, give complete details of all activities for one week prior to the attack with particular attention to the final 24 hours of such period.)
   e) A statement as to whether the employee ever suffered a similar condition; if so, provide full details of onset, history, and medical care received, along with names and addresses of physicians rendering treatment.

2) Medical report
   a) Dates of examination or treatment.
   b) History given to the physician by the employee.
   c) Detailed description of the physician's findings.
   d) Results of x-rays, laboratory tests, etc.
   e) Diagnosis.
   f) Clinical course of treatment.
   g) Physician's opinion as to whether the disease or illness was caused or aggravated by the employment, along with an explanation of the basis for this opinion. (Medical reports that do not explain the basis for the physician's opinion are given very little weight in adjudicating the claim.)
   h) Wage loss.
      If you have lost wages or used leave for this illness, Form CA-7 should also be submitted.

Supervisor (or appropriate official in the employing agency)

At the time the form is received, complete the Receipt of Notice of Disease or Illness and give it to the employee. In addition to completing items 10 through 54, the supervisor is responsible for filing in the proper columns in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form must be sent to OWCP within ten working days after it is received. In separate narrative statement attached to the form, the supervisor must:

a) Describe in detail the work performed by the employee.
   b) Identify times, chemicals, or other incidents or situations.
   c) The employee was exposed to which allegedly caused the condition. State the nature, extent, and duration of the exposure, including hours per day and days per week, requested above.
   d) If a statement from an co-worker who has first-hand knowledge about the employee's condition and its cause. (The co-workers should state how such knowledge was obtained.)
   e) Review and comment on the accuracy of the employee's statement requested above.

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

Item Explanation: Some of the items on the form may require further clarification.

14. Nature of the disease or illness
   Give a complete description of the disease or illness. Specify the left or right side if applicable (e.g., rash on left leg, right arm, bowel syndrome, right wrist).

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

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

Employing Agency - Required Codes

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

The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Bullets 814, Record Keeping and Reporting Guidelines.

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

* U.S. OSHA 2002/00/361/0922

Form CA-2

NWCG Standards for Interagency Incident Business Management (4/2018) 10-72
Exhibit 17 – Authorization for Examination and/or Treatment, CA-16

Authorization for Examination
And/or Treatment

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

*The following request for information is required under 29 USC 8101 et seq. Any refusal to comply with this request may result in suspension of benefits until the information is provided.*

**Authorization Details**

**U.S. Department of Labor**

**Office of Workers’ Compensation Programs**

**Attachment 1**

**Primary Care Medical Center, 1000 South 12th St**

**Murray, KY 42071**

**Exhibit No.: CA-16**

**Part A - Authorization**

1. Name and Address of the Medical Facility or Physician Authorized to Provide the Medical Services:
   
   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 4, and to the condition indicated in either 1 or 2, item B.

7. If a Disease or illness is involved, OWM will accept the following:

   - The Disease or illness was not caused by the injury sustained in the course of the employment, or any other cause.

8. Signature of Authorizing Official

   **Comp/Claims Specialist**

9. Name and Title of Authorizing Official (Type or print clearly)

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

    05/19/2015

11. Date of Injury (mo, day, yr)

12. Name and Address of Employer’s Place of Employment:

    **U.S. DEPARTMENT OF LABOR**
    
    **Bureau of Office**
    
    **Albuquerque Service Center (ASC-HRM)**
    
    **Local Address (including Zip Code)**

13. Name and Address of Employer’s Place of Employment:

    Albuquerque Service Center (ASC-HRM)
    
    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 5 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 action 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 the burden, to the Office of Workers’ Compensation Programs, U.S. Department of Labor, Room S2202, 200 Constitution Avenue, N.W., Washington, D.C. 20210, and reference the OMB Control Number 1245-0046. 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 OWM.

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, DIFEC in the form of communication assistance, accommodation(s) and/or modification(s) to help 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 forms of adjustments or changes to account for the limitations of your disability. Please contact your office or your OWCP claims examiner to ask about this assistance.

**CA-16 (Rev. 02-16)**

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

AGENCY PROVIDED MEDICAL CARE AUTHORIZATION AND MEDICAL REPORT
(Physician or Medical Facility Form may be used for Medical Report)

Part A Authorization

1. Medical Resource Request "M Number"
   M-2

2. Procurement Identification (BPA/Field PO No., etc.)

3. Responsible Payment Unit
   Boise National Forest

4. Employee Name
   Tim Ruby

5. Occupation
   Firefighter

   XXX-XX-XXXX

7. Date of Injury
   08/22/XXXX

8. Employment Agency
   Forest Service, Boise National Forest

9. Home Unit and Address
   Boise National Forest
   1275 Oakwood Road
   Boise, ID 837045

10. Medical Facility
    Cascade Medical Center
    4720 Deer Lane
    Cascade, ID 83611

11. Description of Injury or Disease:
    Smoke Inhalation

12. 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.

Part B Attending Physician’s Report

1. Evaluation or Diagnosis:
   Smoke inhalation resulting in a bronchial infection

2. Description of Treatment:
   Bronchial therapy and medication

3. Medicine Prescribed and Potential Side Effects:
   10 days antibiotics

4. Work Restrictions (if any) and length of restrictions:
   Do not expose to smoke for 2 days. Then can return to fireline duty. Can work in non-smoky environment.

   4a. Total Disability: From: To:
   4b. Partial Disability: From: To:
   4c. Employee is able to resume (see occupation above):

   5. Physician’s Signature
   08/22/XXXX

Attachment: Employee’s CA-1/CA-2 (white copy)
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 FEDOA/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 Headquarters Compensation Specialist:

Compensation Specialist Name
Agency Unit Headquarters
Phone Number
## Exhibit 19 – Incident Injury/Illness Log

<table>
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<tr>
<th>DATE FORMS TRANSMITTED TO HOME UNIT</th>
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<tbody>
<tr>
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<table>
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<tr>
<th>FORMS PREPARED</th>
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<tbody>
<tr>
<td>CA-1, CA-16</td>
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<table>
<thead>
<tr>
<th>NATURE OF INJURY/ILLNESS</th>
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<tr>
<td>Right Thumb Laceration</td>
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<table>
<thead>
<tr>
<th>SUPERVISOR NAME, HOME UNIT &amp; PHONE #</th>
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<tr>
<td>Lance Schwarber, BLM Vale District Office</td>
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<table>
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<th>CREW NAME OR CH SECTION</th>
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<table>
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<tr>
<td>Amy Miller, Boise Field Office 208-387-1122</td>
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## INCIDENT TIME REPORT

**2. Employee Common Identifier**

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<tr>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
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<td>5. Incident Name</td>
<td>5. Incident Name</td>
<td>5. Incident Name</td>
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<td>9. Incident Order Number (e.g., ID-BOF-000123)</td>
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<td>11. Resource Request Number (e.g., 0-33)</td>
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<td>11. Resource Request Number (e.g., 0-33)</td>
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<td>C-2.10</td>
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<td>C-2.10</td>
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<td>$</td>
<td>DVS9</td>
<td>$</td>
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**16. Commissary and Travel**

- **16a. Month:** [Month]
- **16b. Day:** [Day]
- **16c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)**
- **16d. Reimbursement**
- **16e. Deduction**
- **16f. Firecode**

**19. Remarks**

7/12 Injured at 1015
Returned to duty at incident on 7/14

**For Payment Center use only**

**Total**

- **20. Employee Signature**
- **21. Time Officer Signature**

**NOTE:** The above items are correct and proper for payment from available appropriations.
### Incident Time Report

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<th>Column C</th>
<th>Column D</th>
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|-------------------------------------|-------------------------------------|-------------------------------------|

**Time Details**

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<th>Stop</th>
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<td>08:00</td>
<td>24:00</td>
<td>16:00 T</td>
</tr>
<tr>
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<td>02</td>
<td>00:00</td>
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<td>20:00</td>
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**Total Hours:** 81.50

---

For Payment Center use only

### Commissary and Travel

<table>
<thead>
<tr>
<th>18a. Month</th>
<th>18b. Day</th>
<th>18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)</th>
<th>18d. Reimbursement</th>
<th>18e. Deduction</th>
<th>18f. Firecode</th>
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</thead>
</table>

**NOTE:** The above items are correct and proper for payment from available appropriations.
### Exhibit 22 - Incident Injury Case File Envelope, OF-313

<table>
<thead>
<tr>
<th>Claimant</th>
<th>Date of Injury or Illness</th>
<th>AMC</th>
<th>OWCP</th>
<th>First Aid Only</th>
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<tbody>
<tr>
<td>Miller, Amy</td>
<td>7/12/xxxx</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Claimant Assigned To:
- Crew Name or OH Section: __________

#### Claimant's Home Unit:
- **BLM Boise District Office**
  - 3924 Development Ave
  - Boise, ID 83705
  - (208) 555-1212

#### Supervisor on Incident:
- **Laine Schwarberg**

#### Supervisor's Home Unit:
- **BLM Boise District Office**
  - 3924 Development Ave
  - Boise, ID 83705
  - (208) 555-1212

#### Check List for Case Files

<table>
<thead>
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<th>(Indicate Whether Completed)</th>
<th>YES (Date)</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA-1 - Report of Injury</td>
<td>7/12/xxxx</td>
<td></td>
</tr>
<tr>
<td>CA-27 - Duty Status Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCFA - 1500 - Health Insurance Claim Form</td>
<td>7/12/xxxx</td>
<td></td>
</tr>
</tbody>
</table>

---

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

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

---

### Incidental Injury CASE FILE ENVELOPE

<table>
<thead>
<tr>
<th>Optional Form 313 (Rev. 4-2003)</th>
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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., buying team, expanded dispatch, administrative payment team (APT).

Travel Procedures

Incident Agency Requirements

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

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

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

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

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, 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.defenstravel.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 Expenditure Rate** – The incidental expenditure rate for all emergency assignments, where meals and lodging are provided, is the approved General Service Administration (GSA) rate ([http://www.gsa.gov](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 will 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 approvals 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.

• Valid Passport – This should be an official government passport and not a personal one. Federal agencies may implement stricter requirements for all foreign travel regardless of foreign country regulations.

• Visa – Obtain a Visa if required, for entry into the foreign country.

• Immunization Record – Additional immunizations may be required.

• Government Travel Charge Card – Ensure monthly limits are adequate and the account is available for use. Contact the bank’s customer service number on the back of the charge card to check the status and credit limit. Contact the home unit agency program coordinator prior to start of travel if limit increases are needed.

• Cash or Traveler’s Checks – Estimate needed amount based on projected length of assignment.

• Country-Specific Entrance Laws/Regulations – Canada considers certain violations as felonies and may require an individual to pay a fine in order to enter the country, (e.g., arrested for driving under the influence). The individual should notify the immediate supervisor and dispatch of potential problems. Individuals are personally responsible for any fines; no reimbursement is authorized.

• Country-Specific Information – Obtain information concerning the country’s vegetation, insects, climate, housing, and diet. This information can be provided by the requesting agency. Dispatch can provide a name, telephone number, website address, or other information. Obtaining this information prior to leaving will better prepare an individual for a foreign assignment.

• Personal Items – At a minimum, the same personal items necessary for an emergency incident assignment within the United States should be packed. In addition, other items may be required depending upon the country and other conditions. Include adequate quantities of prescription medications.

• Contact Names/Numbers – Update emergency telephone numbers and contacts with immediate supervisor. Upon arrival, contact should be made with home unit dispatch and immediate supervisor with the pertinent details of location and contact telephone number.

• Rental Car Insurance – Individuals traveling outside the United States will be reimbursed for the cost of rental car insurance. Such insurance is necessary because of the rental and leasing agency requirements mandated by foreign statutes and/or because legal procedures could cause legal difficulty for an individual involved in an accident.
• **Personal Travelers Insurance** – Personal travelers insurance is not reimbursable.

All employees engaged in work in a foreign country need to consult with their agency personnel specialist for Fair Labor Standards Act (FLSA) exemption criteria. FLSA does not apply to positions, permanent or temporary (including details), outside of the United States. Title 5 Code of Federal Regulations 551.2 12(b) discusses the foreign exemption criteria.
Chapter 20 – Acquisition

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

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

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

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

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

Responsibilities
Incident agency responsibilities:

- Establish and annually update a Service and Supply Plan.
- Provide incident agency specific acquisition guidelines to the IMT and incident support units.
- Determine the need for additional acquisition personnel with applicable procurement authority, e.g., buying team, contracting officer, purchasing agent.

Procurement Unit Leader responsibilities:

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

**Buying Team responsibilities:**

• Support incident procurement through coordination with the incident agency administrative staff (reference Chapter 40 on Buying Team 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.

**Incident Requisitioning Procedures**

Request 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 24). The Resource Order form is used in lieu of agency requisition forms.

**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 incident management teams and incident support units, e.g., buying team, administrative payment team and expanded dispatch.

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

• Land Use and Facility Rental Agreements.

• Blanket Purchase Agreements.

• Other agency contracts.

• Available local open-market sources. List sources for heavy-demand items, such as bottled water, food items and food service (including menus), hand tools, fuel, and vehicle and equipment rentals and repairs.

• Local interagency agreements and operating plans.

• Geographic area supplement for standard emergency equipment rental rates covering different types of equipment and vehicles.

• Service Contract Act wage rates for the area.

• Geographic area supplemental food policy, which may restrict the national policy.

• Local warehouse inventory of non-cache items, e.g., chairs, fax machines, phones, coolers.

• Contact names and telephone numbers for incident agency acquisition staff, geographic area cache and local warehouse/cache, etc.
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.

GSA Federal Travel Regulations (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 processed through “normal” procurement methods, e.g., purchase order, contract, BPA, and not through established GSA or Department of Defense contracts for passenger transportation, car rentals, and lodging facilities.

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 Mobilization Guide for ordering procedures. Contracts can be requested by emailing fsaqmisb@fs.fed.us.

- Airtanker services
- Type I and Type II helicopter services
- Aircraft services for transport and smokejumper transport
- Portable retardant base equipment rental
- Bulk retardant
- Type 2-IA National Crews
• Mobile Food and Shower Services. The administration of the National Mobile Food and National Mobile Shower Facilities contracts is the joint responsibility of the USDA-FS-NIFC Incident Support Branch and the using agency. A list of designated COTRs and Project Inspectors for these two National Contracts is available electronically at http://www.fs.fed.us/fire/contracting. 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.

  o 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 (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.

  o 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 http://www.fs.fed.us/fire/contracting 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 not assigned to a buying team or other purchasing support position must obtain authorization from the Finance/Administration Section Chief or Procurement Unit Leader to use the government charge card and convenience checks on the incident. 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 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 B – 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 Mobilization Guide, 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., Procurement Unit Leader or buying team 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 Mobilization Guide](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 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.
  - Federal Motor Carrier Safety 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 23 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.nwcg.gov/publications/902.
- Call the geographic area contracting officer responsible for preseason equipment/services for assistance for incident only negotiated rates.
- Determine if the vendor has standard commercial rates for the equipment/services or if there are commercial rates established for similar equipment in the area, e.g., backhoes, bobcats, etc. These rates will be a starting point to establish fair and reasonable rates to be used for the incident. Service Contract Act wage rates, longer hours and working environment/conditions, especially if equipment comes with operator, can be taken under consideration.
- Other factors to consider:
  - Direction on the use of hourly/daily rates for each type of equipment will be determined by NWCG Standards for Interagency Incident Business Management (SIIBM), Chapter 20 and supplements.

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

Incident Only EERA and LUA Administrative Changes

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

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., Incident Action Plan 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**

Time Unit Leader may resource order 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 U.S.C. 557, “Commissary purchase deductions have been (or will be) made from salaries.”
- Verify items received and complete Commissary Accountability Record, OF-284, (Exhibit 14) 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 Unit Leader.

**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**

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

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

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

- Incident agency regulations govern installing additional telephones or increasing levels of service on existing systems to accommodate authorized personal calls. Federal Regulations regarding telephones are set forth in Part 201-21.6 of the Federal Information Resources Management Regulations, the Federal Travel Regulations, and specific agency regulations.
Adding phones or increasing the existing system capabilities to allow for calls of a personal nature is prohibited.

- Government telephones may be made available to contractors for conducting emergency incident business. All calls by contractors shall be at the contractors' expense, either by credit card or collect.
- 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 U.S.C. 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/work station 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.

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

In addition to the fruit and liquid supplements, candy bars and energy bars may be provided to supplement those included in sack lunches. The objective is to provide for an average of 1000 kilocalories of solid supplements per firefighter per day. For additional information regarding firefighter nutrition refer to https://www.nwcg.gov/sites/default/files/memos/eb-m-16-010a.pdf.
Any supplemental foods provided will require IC justification AND concurrence from the Agency Administrator. The only acceptable justification for providing supplemental foods is to meet the expanded nutritional needs of firefighters performing prolonged or arduous work. Supplemental foods 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. Bottled water is not a supplemental food and may be provided in accordance with incident agency policy.

No other supplemental food or drinks shall be authorized. Purchasing jerky products, chips, gum, soda-pop, “designer drinks” and so-called “energy” drinks (containing caffeine, guarana, ephedra, and other stimulants), 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.

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

- 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 Incident Business Advisor 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 annual MAFFS Operating Plan, issued by NIFC, Forest Service Fire and Aviation Management at http://www.wildfirelessons.net 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 or other forms of advertisement, 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 transferrable 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. 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. Reference the clauses in the agreement.
- Issue incident order number and request number to contractor and inform them to provide the Finance/Administration Section with a copy of the EERA or IBPA and any 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 27). Contract compliance inspections may be performed at the discretion of the Government using Contract Compliance Inspection Checklists or other appropriate forms. The person authorized to place the order with the vendor must coordinate with the agency-identified inspector to complete the pre-use inspection. The incident management team is responsible to ensure 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 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 or return to the point of hire. Contractors may be given the opportunity to become compliant.

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 26).

- **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 27).

- **Contract Compliance Inspection Checklist.** Documents the contracted equipment meets the specifications of the agreement. This form is completed and signed by a qualified agency representative and the contractor.

- **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, etc. 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 Equipment Time Recorder posts this information to the invoice and initials the shift ticket to ensure the posting has been accomplished. (Exhibit 28).

- **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 Finance/Administration Section Chief, Procurement Unit Leader, 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 29). 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 30).
• **Other Supporting Documents.** Other documents relating to the rental of equipment include:

  o *Resource Order* form
  
  o *Commissary Issue Record, OF-287*
  
  o Agency-provided repairs, parts and supply invoices
  
  o Contract claim documentation
  
  o *Incident Time Report, OF-288*
  
  o 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 31).

  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, 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 43).

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

• Pink to payment office (original legible signature).

• Blue to incident finance package.

• Goldenrod to Contractor.

• White remains in the book.

The *Emergency Equipment Fuel and Oil Issue, OF-304*, is color coded for ease of distribution and are 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.
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:

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

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

- Coordinate with the Procurement Unit Leader or Finance Section Chief.
- 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, 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 costs associated with the new incident, e.g., travel. Receiving incident should ensure the resource is not compensated more than once for the travel day. Document 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 Finance Section Chief. 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 ICS-212, *Incident Demobilization Vehicle Safety Inspection* may be used (Exhibit 33).
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 B – 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:
  - Claimants 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 Procurement Unit Leader 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 Procurement Unit Leader, 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: procurement unit leaders, buying team members, buying team leaders, and contracting officers with the appropriate procurement authority. **IBPA claims should be settled by the original signing procurement officer unless given written authorization.**

**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 and Incident Blanket Purchase Agreement**

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 25). 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, OF-294 or Incident Blanket Purchase Agreement, SF-1449.
- Original Emergency Equipment Shift Tickets, OF-297, vendor provided daily work sheet, or other document 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 by emailing fsaqmisb@fs.fed.us.

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 23 – Equipment and Method of Hire National Standards
- Exhibit 24 - Sample Report from Automated Dispatch System
- Exhibit 25 – Emergency Equipment Rental Agreement, OF-294
- Exhibit 26 – Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296
- Exhibit 27 – Emergency Equipment Shift Ticket, OF-297
- Exhibit 28 – Emergency Equipment Use Invoice, OF-286
- Exhibit 29 – Emergency Equipment Fuel and Oil Issue, OF-304
- Exhibit 30 – Emergency Equipment Rental Use Envelope, OF-305
- Exhibit 31 – Solicitation/Contract/Order for Commercial Items, SF-1449
- Exhibit 32 – Incident Demobilization Vehicle Safety Inspection, ICS-212
- Exhibit 33 – Commercial Rental/Service Envelope
- Exhibit 34a – Emergency Facilities and Land Use Agreement
- Exhibit 34b – Emergency Facilities and Land Use Agreements Checklist and General Guidance
## Exhibit 23 – Equipment and Method of Hire National Standards

<table>
<thead>
<tr>
<th>Equipment Name</th>
<th>Description</th>
<th>Equipment Specification and Typing</th>
<th>Method of Hire</th>
<th>Shift</th>
<th>24 Hr</th>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance</td>
<td>Emergency response vehicle with medical services team, equipment and supplies for patient transport and emergency medical care out of hospital</td>
<td>Type 1 - Advanced Life Support; Minimum 2 staff (paramedic and EMT); Transport 2 litter patients; Training and equipment meets or exceeds standards as addressed by EPA, OSHA and NFPA 471,472,473 and 29 CFR 1910, 120 ETA 3-11 to work in HazMat Level B and specific threat conditions; All immunized in accordance with CDC core adult immunizations and specific threat as appropriate Type 2 - Advanced Life Support; Minimum 2 staff (paramedic and EMT); Transport 2 litter patients, non HazMat response 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 Type 4 - Basic Life Support operations; Minimum 2 personnel (EMT and first responder); Transport 2 litter patients Cost of transport should be included in daily rate. Incident will restock consumables.</td>
<td>Daily Wet With 2 Operators (per single shift)</td>
<td>S/D</td>
<td>N</td>
<td></td>
</tr>
</tbody>
</table>

Cost of transport should be included in daily rate. Incident will restock consumables.
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<th>24 Hr Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backhoe</td>
<td>Rubber-tired tractor with bucket</td>
<td></td>
<td>Daily Wet With operator</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Chainsaw Repair Service</td>
<td>On-site chainsaw repair</td>
<td>Specify provisions for reimbursement of parts</td>
<td>Daily Wet With operator</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Chipper</td>
<td>Wood chipper</td>
<td>Type 1 – 18 inch minimum diameter capacity Type 2 – 13-17 inch diameter capacity Type 3 – 9-12 inch maximum diameter capacity All types must be equipped with an in-feed mechanism that operates in forward, reverse and stop modes. Specify: self-propelled or tow-behind Optional: Boom feed if required. Reference national solicitation template for minimum specifications (Chipper).</td>
<td>Daily Wet With 2 operators Rate includes service and/or tow vehicle</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Computer</td>
<td>Computer, associated equipment and networking</td>
<td>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.</td>
<td>Weekly / Monthly</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Copier</td>
<td>Paper copier, black and white or color</td>
<td>May need: Collator/Sorter, Stapler. Specify delivery costs.</td>
<td>Weekly / Monthly Plus rate per copy</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Crash Rescue (Aircraft)</td>
<td>Aircraft Rescue and Firefighting (ARFF) Apparatus</td>
<td>Refer to national solicitation template (Water Handling)</td>
<td>Daily Wet With 3 operators</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Equipment Name</td>
<td>Description</td>
<td>Equipment Specification and Typing</td>
<td>Method of Hire</td>
<td>Shift</td>
<td>24 Hr Day</td>
</tr>
<tr>
<td>----------------</td>
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</tr>
</tbody>
</table>
| Dozer          | Crawler Tractor with dozer blade | Type 1 – Min. 200 HP and greater  
Type 2 – Min. 100 HP – 199 HP  
Type 3 – Min. 50 HP – 99 HP  
Reference national solicitation template for minimum specifications (Heavy Equipment). | Daily, Plus mileage rate for Mob and Demob (Transport)  
Wet  
With operator  
Rate includes service vehicle | S/D   | N         |
| Engine         |             | Type 3 - 150 GPM at 250 PSI, 500 + Gal  
Type 4 - 50 GPM at 100 PSI, 750 + Gal  
Type 5 - 50 GPM at 100 PSI, 400 + Gal  
Type 6 - 50 GPM at 100 PSI, 150 + Gal  
Reference national solicitation template for minimum specifications (Types 3 - 6) (Water Handling). All NWCG standards must be met. | Daily  
Wet  
With operator  
NWCG standard is  
T3 = 3 operators  
T4 - 7 = + 2 operators  
Additional operators may be ordered | S/D   | N         |
| Excavator      | Crawler mounted hydraulic excavators | Type 1 - 156 + HP  
Type 2 - 111-155 HP  
Type 3 - 81-110 HP  
Type 4 - 60-80 HP  
Reference national solicitation template for minimum specifications (Heavy Equipment). Mandatory hydraulic thumb or clamshell. | Daily, Plus mileage rate for Mob and Demob (Transport)  
Wet  
With operator  
Rate includes service vehicle | S/D   | N         |
| Faller Module  | 2 Faller Units (2 qualified fallers, saws, and transportation) | Min 67 cc saw w/ 30 in. bar, spark arrester, and chain brake required per faller  
Refer to National solicitation template for faller qualifications. (Faller Module) | Daily  
Wet  
Rate includes vehicle | S     | N         |
| Faller, Single | 1 Faller Unit (qualified faller, saw, transportation) | Min 67 cc saw w/ 30 in. bar, spark arrester, and chain brake required per faller  
Refer to National solicitation template for faller qualifications. (Faller Module) | Daily  
Wet  
Rate includes vehicle | S     | N         |
<table>
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<tr>
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<th>24 Hr Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feller Buncher</td>
<td>Machine to fall and cut trees</td>
<td>Type 1 - 226 HP and greater Type 2 - 160 HP to 225 HP Specify Tracked or Rubber-Tired (wheels)</td>
<td>Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reference national solicitation template for minimum specifications (Misc Heavy Equipment).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Service, Mobile</td>
<td>For catered meals (mobile) in quantities under the minimum order for the</td>
<td>a.k.a. Mobile Field Kitchen</td>
<td>Per meal (breakfast, lunch, dinner) Plus mileage Plus relocation fee (only if applicable)</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>NIFC national contract. These are other than the national contracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forklift</td>
<td></td>
<td>Consider commercial rental contract/VISA; Regular or All Terrain</td>
<td>Daily / Weekly Without Operator</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Forwarder</td>
<td>Like a truck. Off-road rubber tired, articulated machine with log bunks</td>
<td>Type 1 - Minimum 14 ton Type 2 - Minimum 8 ton Ordering options: With/without tracks</td>
<td>Daily, Plus Delivery/Pick-up fee Wet With Operator</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>used to move logs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generator</td>
<td>Portable electricity generator</td>
<td>Consider commercial contract/VISA; Specify minimum KW</td>
<td>Daily / Weekly / Monthly Dry Without Operator</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Handwashing Station, Portable</td>
<td>Plastic sink units with foot pump</td>
<td>Consider commercial rental contract/VISA; Single or multiple sink units. Refer to solicitation</td>
<td>Daily Plus service charge (specify frequency of service) and mileage</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td></td>
<td>template (Portable Toilets) for additional specifications.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handwashing Station, Trailer</td>
<td>Self-contained trailers with hot and cold water, soap and supplies</td>
<td>Type 1 - 12+ sinks Type 2 - 8-11 sinks Untyped - 7 or less sinks Refer to national solicitation</td>
<td>Daily With operator Rate includes servicing</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Mounted</td>
<td></td>
<td>template (Potable water truck/Gray water truck/Handwash Station Trailer Mounted) for additional</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>specifications.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Name</td>
<td>Description</td>
<td>Equipment Specification and Typing</td>
<td>Method of Hire</td>
<td>Shift</td>
<td>24 Hr Day</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>--------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------</td>
<td>-------</td>
<td>-----------</td>
</tr>
<tr>
<td>Laundry, Mobile</td>
<td>Complete laundry unit</td>
<td>Type 1 – Minimum production capability 2500 lbs per day Type 2 – Minimum production capability 1500 lbs per day Refer to national solicitation template (Mobile Laundry) for additional specifications</td>
<td>Daily Plus mileage for Mob/Demob Plus rate per pound Wet</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Masticator a.k.a. Mulcher or slash buster</td>
<td>Machine for grinding vegetation Same equipment as an excavator with a different boom attachment</td>
<td>Tracked or Rubber tired mounted typing based on dozer HP Boom mounted typing based on excavator HP Reference National Solicitation (Misc Heavy Equipment)</td>
<td>Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator Rate includes a service vehicle</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Mechanic with Service Truck</td>
<td></td>
<td>Type 2 Light Automotive and Heavy Truck Type 1 Heavy Equipment Specify provisions for reimbursement of parts Refer to the national solicitation template specifications (Mechanic w/ Service Truck)</td>
<td>Daily Wet With operator</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Emergency Medical Technician/ Paramedic</td>
<td>Line-qualified with medical kit and transportation</td>
<td>EERA should specify who will pay for restocking consumables used, transportation, and state specific qualifications.</td>
<td>Daily plus mileage - (if vehicle is vendor provided) With operator</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Office, Modular</td>
<td>Vacant job shack type trailer with HVAC and steps</td>
<td>These are also available through GSA Schedules</td>
<td>Monthly Mob/Demob Without operator</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Pumper Cat</td>
<td>A crawler tractor with dozer blade, tank and pump</td>
<td>Type 1 - Minimum 200+ HP, 500+ gal Type 2 - Minimum 100-199 HP, 325-499 gal Type 3 - Minimum 60-99 HP, 200-324 gal All Types: Pump rating – 30 gpm @ 70 psi Reference national solicitation template (Heavy Equipment w/ Water) for minimum specifications.</td>
<td>Daily Plus mileage rate for Mob/Demob (Transport) Wet With operator</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Equipment Name</td>
<td>Description</td>
<td>Equipment Specification and Typing</td>
<td>Method of Hire</td>
<td>Shift</td>
<td>24 Hr Day</td>
</tr>
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</tr>
<tr>
<td>Road Grader</td>
<td>Used for road maintenance or rehabilitation</td>
<td>Type 1 165+ HP Type 2 120 - 164 HP 12 foot mold board minimum Reference National Solicitation for minimum specifications (Misc Heavy Equipment)</td>
<td>Daily Wet With operator Plus mileage rate for Mob/Demob (Transport)</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Skidder</td>
<td>Used for moving logs</td>
<td>Type 1 - 176+ HP Type 2 - 100-175 HP Type 3 - 60-99 HP Can be ordered with different grapple configurations or with winch line Reference national solicitation template for minimum specifications (Misc Heavy Equipment).</td>
<td>Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Skidgine</td>
<td>A rubber tired skidder with a tank and pump</td>
<td>Type 1 - 176+ HP, 50 gpm @ 100 psi, 1200 + gal Type 2 - 75-175 HP, 50 gpm @ 100 psi, 800-1199 gal Type 3 - 100 + HP, 30 gpm @ 70psi, 400-799 gal Type 4 - 60-99 HP, 30 gpm @ 70psi, 200-399 gal Reference national solicitation template (Heavy Equipment w/ Water) for minimum specifications.</td>
<td>Daily, Plus mileage rate for Mob and Demob (Transport) Wet With operator</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Sleeper Unit, Mobile</td>
<td>Mobile unit to provide sleeping accommodations</td>
<td>Move in/Move out cost included in daily rate.</td>
<td>Daily Wet With operator(s)</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Softtrack</td>
<td>A carrier equipped with tracks that conform to varying ground conditions and is equipped with a tank and pump</td>
<td>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</td>
<td>Daily Plus mileage rate for Mob/Demob Wet With operator</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Tank, Portable (Water Storage)</td>
<td>Self-standing storage tank, PUP, dip tank, etc.</td>
<td>Daily / Weekly / Monthly</td>
<td>N/A</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Equipment Name</td>
<td>Description</td>
<td>Equipment Specification and Typing</td>
<td>Method of Hire</td>
<td>Shift</td>
<td>24 Hr Day</td>
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</tr>
<tr>
<td>Tender, Fuel</td>
<td>Fuel truck used as a fuel station at incidents</td>
<td>Gas - Unleaded/Diesel/Lubricant Vendor’s fuel price should reflect all applicable taxes and rounded to the nearest whole cent. Vendor must accept credit cards at the incident. Vendor should be capable of logging usage via Fuel/Oil Issue or a spreadsheet. Type 1 3501+ gallons Type 2 2501 - 3500 gallons Type 3 500 - 2500 gallons Reference national solicitation template (Fuel Tender) for minimum specifications.</td>
<td>Daily Rate Wet With operator</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Truck, Potable Water</td>
<td>Provides drinking water</td>
<td>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 &amp; Gray Water Truck/Handwash Station)</td>
<td>Daily Wet With operator</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Tender, Water Support</td>
<td>Used in a support role as a fire engine refill unit or for dust abatement</td>
<td>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)</td>
<td>Daily Wet With operator</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Equipment Name</td>
<td>Description</td>
<td>Equipment Specification and Typing</td>
<td>Method of Hire</td>
<td>Shift</td>
<td>24 Hr Day</td>
</tr>
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<td>------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Tender, Water Tactical</td>
<td>Used for direct fire suppression missions</td>
<td>Type 1 (2000+ gal / 250 gpm @150 psi) Type 2 (1000-1999 gal / 250 gpm @ 150) Operator must meet fireline qualifications All NWCG standards must be met. Reference national solicitation for minimum specifications (Water Handling)</td>
<td>Daily Wet With 2 operators</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Tent / Canopy</td>
<td>Type 1 &amp; 2 are canopy type tents Type 3 &amp; 4 are similar to yurts available in the cache</td>
<td>Type 1 – 40’X40’, 40’X60’ or 40’X80’ Type 2 – 20’X40’ or 20’X60’ Type 3 – 501-700 sq. ft. Type 4 – 200-500 sq. ft. A/C generator insulation floor optional Reference national solicitation template for minimum specifications. (Tent)</td>
<td>Daily / Weekly / Monthly Delivery/pickup charge Relocation charge Sidewall rate</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Toilet, Portable</td>
<td></td>
<td>Regular portable ADA compliant Reference national solicitation minimum specifications (Portable Toilet)</td>
<td>Daily Additional fees for servicing and relocation</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Tractor – Plow</td>
<td></td>
<td>Type 2 - 100-199 HP Type 3 - 50-99 HP Reference national solicitation for minimum specifications (Heavy Equipment)</td>
<td>Daily Wet With operator</td>
<td>S/D</td>
<td>N</td>
</tr>
<tr>
<td>Trailer – Communications</td>
<td>Trailer equipped with programmable radios</td>
<td>Refer to national solicitation template for specifications (Communications Trailer)</td>
<td>Daily / Weekly / Monthly Wet With operator</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Trailer - GIS</td>
<td>Mobile unit for providing GIS services</td>
<td>Reference national solicitation template for specifications. (GIS Unit)</td>
<td>Daily / Weekly / Monthly Wet With operator</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Trailer – Helicopter Operations Support</td>
<td>Mobile unit to support helicopter operations</td>
<td>Refer to national solicitation template for specifications. (Helicopter Operations Support Trailer)</td>
<td>Daily / Weekly / Monthly Wet With operator</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Equipment Name</td>
<td>Description</td>
<td>Equipment Specification and Typing</td>
<td>Method of Hire</td>
<td>Shift</td>
<td>24 Hr Day</td>
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</tr>
<tr>
<td>Trailer, Clerical Support</td>
<td>Clerical support for copying, scanning, faxing, etc.</td>
<td>Includes photocopier, scanner, fax machine, printer, plotter, etc. Internet Reference national solicitations for minimum specifications (Clerical Support Unit)</td>
<td>Daily / Weekly / Monthly With operator Plus rate per copy</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Transportation – Vehicle, All Terrain (ATV)</td>
<td>Categories: Single Seat (ATV) Side by Side with bed (UTV) Helmets may need to be included in rental. Consult local unit for specifications.</td>
<td></td>
<td>Daily/Weekly/Monthly Dry Without Operator</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Transportation, Boat</td>
<td></td>
<td>Must meet US Coast Guard and State requirements</td>
<td>Daily Wet With operator</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Transportation, Bus, Coach</td>
<td>Bus with comfortable seats for longer travel</td>
<td>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</td>
<td>Mileage or minimum daily guarantee, whichever is greater. With one operator Wet</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Transportation, Bus, Crew Carrier</td>
<td>School type bus with seat belts</td>
<td>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)</td>
<td>Mileage or minimum daily guarantee, whichever is greater. With one operator Wet</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Equipment Name</td>
<td>Description</td>
<td>Equipment Specification and Typing</td>
<td>Method of Hire</td>
<td>Shift</td>
<td>24 Hr Day</td>
</tr>
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</tr>
<tr>
<td>Transportation, Bus, Shuttle</td>
<td>Van Chassis, 18-32 passenger</td>
<td>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</td>
<td>Mileage or minimum daily guarantee, whichever is greater with operator Wet</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Transportation, Golf Cart</td>
<td>Small powered cart</td>
<td></td>
<td>Daily / Weekly / Monthly Dry Without operator</td>
<td>N/A</td>
<td>Y</td>
</tr>
</tbody>
</table>
| Transportation, Lowboy               | Heavy equipment transport, including tractor & trailer | Type 1 - rated at loads over 70,000 lbs  
Type 2 - rated at loads 35,001 to 69,999  
Type 3 - rated at loads up to 35,000 lbs.  
(Reference: Heavy Equipment, Heavy Equipment w/ Water, Misc Heavy Equipment IBPA template.) | Mileage or minimum daily guarantee  
Wet  
With operator (Reduce rate to 65% if operator also operates the equipment being hauled) | S/D   | N         |
| Transportation, Pack String          | Horse or mule pack team          | May require vendor to provide certified weed free hay for pack string.                             | Daily  
With packer/wrangler                                                          | S     | N         |
| Transportation, Rental Vehicle       | From a rental vehicle company Can also utilize GSAs RSVP or STR Programs | Categories:  
Automobile  
Truck, Flatbed Pickup (4x4)  
Truck, Stakeside Pickup (4x2)  
Van, Box  
Sport Utility Vehicle  
Van, Passenger  
Specify 4X4 or 4X2 | Daily  
Dry  
Without operator                                   | N/A   | Y         |
<table>
<thead>
<tr>
<th>Equipment Name</th>
<th>Description</th>
<th>Equipment Specification and Typing</th>
<th>Method of Hire</th>
<th>Shift</th>
<th>24 Hr Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation, Vehicle w/ Driver</td>
<td>From owner/operators</td>
<td>Categories: Automobile Pickup (4x4 or 4X2) Sport Utility Vehicle (4X4 or 4X2) Truck, Flatbed Truck, Stakeside Van, Passenger Refer to the national solicitation template for minimum specifications. (Vehicle with Driver)</td>
<td>Daily Plus mileage Wet With operator</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Truck, Gray Water</td>
<td></td>
<td>Type 1 – 4000+ gal Type 2 – 2500-3999 gal Type 3 – 1000-2499 gal Type 4 – 400-999 gal Must comply with state and local laws Refer to the national solicitation template specifications. (Potable Water/Gray Water/Handwash Station)</td>
<td>Daily Wet With operator Contractor must pay own permit fees Contractor reimbursed for disposal fees unless the Government provides a disposal site</td>
<td>S</td>
<td>N</td>
</tr>
<tr>
<td>Truck/Trailer - Refrigeration Truck</td>
<td>Refrigeration Truck</td>
<td>Categories: Refrigeration Truck Refrigeration Trailer Type 1 - 43+ ft., Type 2 - 29-42 ft., Type 3 - 24 ft. Stairs Included Also available on GSA Schedule</td>
<td>Daily / Weekly / Monthly Plus mobilization cost No operator Dry</td>
<td>N/A</td>
<td>Y</td>
</tr>
<tr>
<td>Weed Washing Units</td>
<td>Self-contained unit for washing vehicles and equipment</td>
<td>Type 1 – With Recycling Water System Refer to national solicitation template for additional specifications Weed Washing Unit</td>
<td>Daily Wet With operator(s)</td>
<td>S</td>
<td>N</td>
</tr>
</tbody>
</table>
## Exhibit 24 – Sample Report from Automated Dispatch System

### Request List

<table>
<thead>
<tr>
<th>Incident</th>
<th>Resource Requested</th>
<th>Resource Assigned</th>
<th>Date 1</th>
<th>Date 2</th>
<th>Date 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-1</td>
<td>Bad Bear - Type 2</td>
<td>Dozer, Type II</td>
<td>6/4/2020 4:02 PM</td>
<td>6/19/2020 6:40 PM</td>
<td>6/20/2020 8:40 PM</td>
</tr>
<tr>
<td>E-2</td>
<td>Bad Bear - Type 2</td>
<td>Dozer, Type II</td>
<td>6/2/2020 2:32 PM</td>
<td>6/12/2020 12:35 PM</td>
<td>6/19/2020 6:40 PM</td>
</tr>
<tr>
<td>E-3</td>
<td>Bad Bear - Type 2</td>
<td>Dozer, Type II</td>
<td>6/11/2020 5:03 PM</td>
<td>6/19/2020 6:40 PM</td>
<td>6/20/2020 8:40 PM</td>
</tr>
<tr>
<td>E-4</td>
<td>Bad Bear - Type 2</td>
<td>Dozer, Type II</td>
<td>6/14/2020 6:42 PM</td>
<td>6/19/2020 6:40 PM</td>
<td>6/20/2020 8:40 PM</td>
</tr>
<tr>
<td>E-5</td>
<td>Bad Bear - Type 2</td>
<td>Dozer, Type II</td>
<td>6/14/2020 6:42 PM</td>
<td>6/19/2020 6:40 PM</td>
<td>6/20/2020 8:40 PM</td>
</tr>
</tbody>
</table>

**Note:** The above table represents a sample report from an automated dispatch system. The dates and times are placeholders and should be replaced with actual data.
Exhibit 25 – *Emergency Equipment Rental Agreement, OF-294*

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

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

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


Exhibit 26 – *Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296*
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 383 & 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 inaccurate.
   - All required lighting devices, reflectors and electrical equipment must be properly positioned, adjusted 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 obstruction not applied by the manufacturer for reduction of glare.
   - Any windshield crack over 1⁄4" wide.
   - Any crack less than 1⁄4" wide that exceeds any other crack.
   - Any damage 1/4" 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 secured 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 blades fail to clear windshield within 1" of windshield sides.
   - Horn inoperative or of insufficient volume to give adequate audible warning signal.

10. Fuel System (393.65, 393.67)
    - Fuel tank not securely attached to vehicle by means of some, broken or missing mounting bolts or brackets.
    - Valve leak at any point.
    - Fuel tank cap missing.

14. Steering (393.269)
    - Steering wheel does not turn freely, has any spokes cracked through or is missing any part.
    - Steering lock not within parameters, see chart in FMCSA 395.25(B).
    - Steering column not secure.
    - Steering system, any 2 parts worn, faulty or impaired by welding.
    - Steering gear box is bent, cracked or missing mounting bolts.
    - Pinion stem or lock, or has any wear.
    - Power Steering; any component is inoperative. Any loose, broken or missing parts. Bears forward, crooked or wobbling.
    - Any fluid leaks: Not resealable.

15. Brakes (393.40, 393.55)
    - Brake system has any deficiencies as described in FMCSA.
    - Brake system has any missing, worn, 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 or fluid leaks.

18. Suspension Systems (393.207)
    - Any axle positioning is cracked, broken, loose or missing. All axles must be in proper alignment.
    - Any flat spring cracked, broken, missing or still flat out of position.
    - Adjustable axle assemblies with backing plate missing or not engaged.

20. Exhaust (393.83)
    - Any part of the exhaust system to be used so as to be likely to result in damage, burning, or damage the engine, fuel supply or any combustible part of the vehicle.
    - Bus exhaust leaks or discharge forward of the rear part of the bus in excess of 8" for gasoline powered or 15" for other than gasoline powered, or forward of any door or window designed to be open 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 power or missing fasteners including those attaching engine, transmission, front end assemblies, body or fenders.
    - 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 girth of belt material exposed through tread or sidewall.
    - Any tread or sidewall separated.
    - Any cut exposing belt or belt material.
    - Tread depth less than 4/32" on steering axle.
    - Less than 3/32" on any other axle.
    - Any air or tire inoperable.
    - Any tire not properly inflated or underinflated.
    - Any tire that comes in contact with any part of the vehicle.
    - Any tire on any used tires.
    - Any tire on which missing or loose.
    - Stud or belt holes on the wheel shall not be elongated.
    - Nut or bolt 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.
    - Fire extinguishers or other handheld fire extinguishers.
    - Umbrella covers for stopped vehicles.

25. License (382.23, 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 the vehicle is physically qualified to do so and has on his person the original, or a photographic copy, of a motor vehicle license that he holds is physically qualified.

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or contamination of conditions that make the vehicle unsafe, unsuitable, 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

<table>
<thead>
<tr>
<th>Pre-Use Inspection</th>
<th>Release Inspection</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image" alt="Pre-Use Truck" /></td>
<td></td>
</tr>
<tr>
<td><img src="image" alt="Pre-Use Bus" /></td>
<td></td>
</tr>
<tr>
<td><img src="image" alt="Pre-Use Van" /></td>
<td></td>
</tr>
<tr>
<td><img src="image" alt="Pre-Use Pickup" /></td>
<td></td>
</tr>
<tr>
<td><img src="image" alt="Release Truck" /></td>
<td></td>
</tr>
<tr>
<td><img src="image" alt="Release Bus" /></td>
<td></td>
</tr>
<tr>
<td><img src="image" alt="Release Van" /></td>
<td></td>
</tr>
<tr>
<td><img src="image" alt="Release Pickup" /></td>
<td></td>
</tr>
</tbody>
</table>

**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, title, sign and date acceptance of liability, Section III.

5. “Finance Copy – Pre-Use” (white copy) is sent immediately to the Finance Section.

6. “Contractor Copy – Pre-Use / Release” (yellow copy) is given to operator with instruction to bring the copy back for release at demobilization.

7. “Finance Copy – Release” (pink copy) and “Inspector – Pre-Use / Release” (goldenrod copy) are retained by the Inspector.

**Release**

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.
Exhibit 27 – Emergency Equipment Shift Ticket, OF-297
Instructions for form completion:

1. **Agreement Number.** Enter number from block 2 of the EERA or block 2 of the IBPA.
2. **Contractor.** Enter the contractor's name as shown in block 4 of the EERA or Block 17a of the IBPA. Enter the contractor's resource order number.
3. **Incident or Project Name.** Enter incident name.
4. **Incident Number.** Enter the incident number.
5. **Operator Furnished by.** Enter the names of all operators in block 14, Remarks; note the operational periods that each operator was on duty.
6. **Equipment Make.** Enter the make of equipment from block 9 of the EERA or the Schedule of Items or the Resource Category form of the IBPA. (Note: blocks 6 through 8 should reflect what is shown on the EERA or IBPA and provided by the contractor.)
7. **Equipment Model.** Enter the model of equipment from block 9 of the EERA or the Schedule of Items or Resource Category form of the IBPA.
8. **Operator.** Check 1, in accordance with block 6 of the EERA or Clause D.1 of the IBPA.
9. **Serial Number.** Enter serial number of equipment from block 9 of the EERA or the Schedule of Items or the Resource Category form of the IBPA.
10. **License Number.** If equipment is licensed, enter license number of equipment (off-road, heavy equipment normally is not licensed).
11. **Operating Supplies.** Check 1, in accordance with block 7 of the EERA or Clause D.21.4 of the IBPA.
12. **Date.** Enter date of use.
13. **Equipment Use.** Circle hours, days, or miles per block 11 of the EERA or the Schedule of Items or Resource Category form of the IBPA. Record the actual hours worked. Enter the start and stop times or beginning and ending mileage in the columns designated as Start/Stop. Calculate the hours worked or miles driven and enter in the Work column. (Refer to Clause 7A of the EERA or the Schedule of Items or the Resource Category form of the IBPA.)

Enter any information in the "Special" column required in block 12 of the EERA or the Schedule of Items in the IBPA.

14. **Remarks.** Enter any information necessary to administer the terms of the EERA or IBPA. Document transport retention, use of foam, dual operators, breakdown information, etc.
15. **Equipment Status.** Mark the appropriate blocks
16. **Invoice Posted By.** Enter time recorder initials
17. **Contractor's or Authorized Agent's Signature.** To be completed and signed by the appropriate contractor representative, normally at the end of each work shift or break in operational periods,
18. **Government's Officer's Signature.** To be signed by the incident official responsible for the immediate supervision of the equipment.
19. **Date Signed.** Enter the date shift ticket is signed.
### Exhibit 28 – Emergency Equipment Use Invoice, OF-286

**EMERGENCY EQUIPMENT USE INVOICE**

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>INCIDENT OR PROJECT NAME</th>
<th>AGREEMENT NUMBER (FROM OF-294)</th>
<th>EFFECTIVE DATES OF AGREEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DiRigno Constr.</td>
<td>Bad Bear</td>
<td>MT-LH-000056</td>
<td>Beginning 6/22/03 ending 6/22/03</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EQUIPMENT OR ANIMALS</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>RATE PER HIRE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DiRigno Constr.</td>
<td>Equipment</td>
<td>1</td>
<td>1534.00</td>
<td>1534.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>1534.00</td>
<td>1534.00</td>
</tr>
</tbody>
</table>

**Note:** Contract release for and in consideration of receipt of payment in the amount shown on the amount due line. Contractor hereby releases the government from and all claims arising under this agreement except as provided in paragraph 22.

**Contractor’s Signature:**

Dudley DiRigno, Owner

**Receiving Officer’s Signature:**

Clock Watcher, BICTR

**Invoice Number:** 569-000056-03
Instructions for form completion:

1. **Contractor.** Enter contractor's name and mailing address from block 4 of the EERA or block 17a of the IBPA. It is important to confirm with the contractor that this is the current mailing address. Enter DUNS number in Block 1b.

2. **Incident Name.** Enter incident name.

3. **Agreement Number.** Enter the agreement number from block 2 of the EERA or the IBPA.

4. **Effective Dates.** Enter the effective dates of the agreement from block 3 of the EERA or Clause C.3.1 of the IBPA.

5. **Equipment.** Enter the equipment information and cross check with block 9 of the EERA or the Schedule of Items or the Resource Category form of the IBPA to ensure the equipment provided is the same equipment shown on the agreement.

6. **Point of Hire.** Enter the point of hire as specified in the agreement. It is mandatory this be completed to calculate travel time to and from the incident.

7. **Date of Hire.** Enter the date of hire from the agreement, the inspection, or the shift ticket.

8. **Time of Hire.** Enter time of hire from block 13 or 14 of the shift ticket.

9. **Administrative Office for Payment.** Enter the name and address of the payment office designated by the incident agency or the EERA or Exhibit B of the IBPA.

10-11. **Operating Supplies and Operator.** Check the appropriate boxes in accordance with blocks 6 and 7 of the EERA or Clause D.21.4 of the IBPA.

12. **Resource Order Number.** Enter the incident order number and request number, e.g., E#, under which the equipment was ordered.

13. **Year, Month and Day.** Enter appropriate calendar year, month, and day.

14-15. **Work or Daily Rate.** Enter the units worked in sub-block “A” from the shift ticket. Enter the rate in sub-block "B" from block 11 of the EERA or the Schedule of Items or the Resource Category form in the IBPA. Extend the units worked times the rate and enter the amount in sub-block “C”.

16. **Total Amount Earned.** Add the totals of blocks 14c and 15c and enter in block 16.

17. **Guarantee.** Enter the guarantee from block 13 of the EERA or the Schedule of Items or the Resource Category form of the IBPA. If equipment is under a daily rate, there is no guarantee.

18. **Amount.** Enter the higher amount of block 16 or block 17.

19. **Charge Code.** Enter incident agency accounting code.

20. **Object Code.** Payment personnel complete the object code.

21. **Released/Withdrawn.** Check the appropriate box and enter the date and time from blocks 13, 14, or 15 of the shift ticket.
1. **Contractor.** Enter contractor's name and mailing address from block 4 of the EERA or block 17a of the IBPA. It is important to confirm with the contractor that this is the current mailing address. Enter DUNS number in Block 1b.

22. **Remarks.** Enter any remarks necessary to explain the information on the invoice, such as the reasons for additions or deductions, or a pending claim.

23. **Gross Amount Due.** Total of entries in column 18.

24. **Previous Page(s).** If the invoice is more than 1 page in length, carry the amounts forward and enter in this block.

25. **Total Amount Due.** Total blocks 23 and 24.

26. **Deductions.** Enter any deductions (i.e. repairs, commissary and fuel) to the invoice and explain in block 22. Attach supporting documents to the invoice.

27. **Additions.** Enter any additions (i.e. contractor supplied fuel and/or parts) to the invoice and explain in block 22. Attach supporting documents to the invoice.

28. **Net Amount.** Total of blocks 25, 26, and 27.

29. **Release.** The contractor should read and agree with the statement in this block. If the contractor has any exceptions, it should be so noted in the remarks.

30,31,34. **Contractor's Signature, Title, Date.** The contractor or authorized agent signs, dates, and prints name and title in these blocks.

32,33,35. **Receiving Officer's Signature, Title, Date.** The Receiving Officer, normally the Procurement Unit Leader, signs, dates, and prints name and title in these blocks. It should be explained to the contractor that the invoice is subject to audit and errors will be corrected prior to payment.
### Exhibit 29 – Emergency Equipment Fuel and Oil Issue, OF-304

<table>
<thead>
<tr>
<th>INCIDENT OR PROJECT NAME</th>
<th>OWNER OF EQUIPMENT</th>
<th>NAME OF EQUIPMENT</th>
<th>TYPE OF EQUIPMENT</th>
<th>PROVINCIAL, TERRITORIAL, OR FEDERAL DEPARTMENT</th>
<th>CONTRACTOR</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red Bear</td>
<td>Government</td>
<td>EC-1</td>
<td>E-1</td>
<td>554X 300</td>
<td>Contractor</td>
<td>$22.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$22.05</td>
</tr>
</tbody>
</table>

**Remarks:**
- Date and time issued: DD/MM/YY
- Unit of issue: Q, M, L, T, S, etc.
- Comments: Additional notes or instructions.

**Note:** See cover for instructions.
Instructions for form completion:

1. **Incident Name.** Enter the incident name.

2. **Owner of Equipment.** If government owned, enter the agency and home unit. If contractor owned, enter the contractor's name as shown in block 4 of the EERA or block 17a of the IBPA. Enter the contractor’s resource order number.

3. **Agreement Number.** If contractor owned, enter the agreement number from block 2 of the EERA or the IBPA. If government owned, enter the request number.

4. **Type of Equipment.** If contractor owned, enter data from block 9 of the EERA or the Schedule of Items or Resource Category form of the IBPA.

5. **License or Identification Number.** Enter serial number and/or license number of contractor's equipment. If government owned, enter identification number such as license number, serial number, or other identification number of the equipment.

6. **Commodity.** Identify the commodity provided.

7. **Quantity.** Enter the quantity provided.

8. **Unit.** Enter the unit of measure for the commodity provided.

9. **Unit Price.** Enter the unit price (obtained from the Procurement Unit Leader or Buying Team Leader) for the commodity provided.

10. **Amount.** The amount equal to the unit price (block 9) times the quantity (block 7).

11. **Oil/Other.** Enter any other products provided and compute extensions.

12. **Date and Time Issued.** Enter date and time issued.

13. **Remarks.** Enter pertinent remarks.

14. **Total.** Enter total (commodity total plus oil/other total).

15. **Signatures.** The issuing agent and receiving agent signs, dates, and prints name and title at the time of issue.

16. **Posted to Equipment Invoice.** The individual posting the deduction to the invoice initials and dates.
Exhibit 30 – Emergency Equipment Rental Use Envelope, OF-305

https://www.gsa.gov/forms-library/emergency-equipment-rental-use-envelope
### Exhibit 31 – Solicitation / Contract/Order for Commercial Items, SF-1449

[https://www.gsa.gov/forms-library/solicitationcontractorder-commercial-items](https://www.gsa.gov/forms-library/solicitationcontractorder-commercial-items)

### Exhibit 32 – Incident Demobilization Vehicle Safety Inspection, ICS-212

[https://www.nwcg.gov/publications/ics-forms](https://www.nwcg.gov/publications/ics-forms)

### Exhibit 33 – Commercial Rental/Service Envelope

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>INCIDENT NAME</th>
<th>RESOURCE ORDER NO.</th>
<th>DESCRIPTION</th>
<th>DATE RELEASED</th>
<th>EST. ARRIVAL DATE</th>
<th>BUYING TEAM NAME</th>
</tr>
</thead>
</table>

RETURN THIS ENVELOPE TO THE BUYING TEAM WHEN EQUIPMENT IS RELEASED. Refer to all pertinent documents including:

- Resource order
- Shift ticket
- Shift ticket required for each day of rental
- Additional documentation pertaining to this order.

NWCG-BCF Form (1/2016)
Exhibit 34a – Emergency Facilities and Land Use Agreement
https://www.nwcg.gov/publications/902

Exhibit 34b – Emergency Facilities and Land Use Agreement Checklists and General Guidance
https://www.nwcg.gov/publications/902
Chapter 30 – Property Management

Objective

This chapter sets forth procedures governing property management requirements relating to incident activities. These procedures apply to all incident operations.

Responsibilities

Agency Administrator responsibilities:

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

Buying Team Leader responsibilities:

- Report the purchase of accountable property to the incident agency.
- Follow incident agency guidelines for the purchase of accountable property.
- Work with the incident agency to establish a set of guidelines for the current incident assignment if no guidelines are in place.

Incident Commander responsibilities:

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

Supply Unit Leader responsibilities:

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

Supervisor responsibilities:

- Inform subordinate personnel of their property accountability responsibilities and ensure adherence.

Incident personnel responsibilities:

- Ensure proper care, use, and custody of property (government and private) for prompt return of unneeded property, and for promptly reporting and documenting lost, damaged, or destroyed property.
- Individuals will order, use, and return property in a cost-effective manner. If an individual assigned to the incident utilizes their home unit electronic devices (cell phones, laptops, GPS units, etc.), they are responsible for obtaining a resource order for documentation and must adhere to property management procedures.

Property Management Program Procedures

An effective incident property management program should include the following:

- Establishment of areas where property may be stored and protected.
- Designation of individuals to receive property and establishment of receipting procedures.
- Establishment of property identification and marking procedures for accountable and durable property purchased by the incident.
- Designation of individuals to issue property and establish property accountability controls.
• 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 buying team 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 36) 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** – C 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 blanket purchase agreements 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.

Incident management teams (IMT) or buying teams 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 at end of incident, can be used as a tracking tool.

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, Meals Ready to Eat (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, General Message, ICS-213, IMT specific forms or other 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 36) 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 Supply Unit Leader.

- 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 Supply Unit Leader.
• Transfers Between Incidents – When property is transferred directly from one incident to another, the Supply Unit Leader will document all items to be released. The documentation should consolidate groupings of similar items, e.g., supplies, equipment, and must include the following:
  o The National Fire Equipment System (NFES) number
  o Item Number
  o Quantity
  o Description
  o Property number, if the property is accountable or trackable
  o Receiving incident name, incident order number, and resource order/request number

• The Supply Unit Leader 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 Supply Unit Leader’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 Supply Unit Leader 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 38) or other acceptable form (i.e., General Message Form, OF-213, Saw Parts Order, etc.). 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 38) 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 39 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 Compensation/Claims Unit Leader (COMP) or Finance Section Chief for incident specific adjudication. Based on the delegation of authority, the final authorization of the claim may come
from the Finance Section Chief, Incident Business Advisor, 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., IBA) 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 that
have been destroyed or rendered otherwise unserviceable while being used on the incident.

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

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

- Contractor Property – Contractor owned property, e.g., hose, fittings, Personal Protective
  Equipment (PPE), tents, may not be replaced through incident supply. The contractor must
document damaged or lost property and submit the claim through the Procurement Unit Leader
or Contracting Officer for a determination. Do not issue an Incident Replacement Requisition,
OF-315 to a contractor.

- Employee Owned Property – Employee claims from regular federal government employees and
  federal casuals are covered under the Military Personnel and Civilian Employees Claims Act
  (reference Chapter 70). 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 Incident Commander 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.

Recycling at Incident Base

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

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 Agency Administrator 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 pick up 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

1. Exhibit 35 – Interagency Incident Waybill, OF-316
2. Exhibit 36 – Buying Team Incident Waybill
3. Exhibit 37 – Incident Replacement Requisition, OF-315
4. Exhibit 38 – Property Loss or Damage Report Fire Suppression, OF-289
## Exhibit 35 – Interagency Incident Waybill, OF-316

![Interagency Incident Waybill Form](image)

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
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**Ship To**

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<tr>
<th>Incident name</th>
<th>Carrier/Driver name:</th>
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<th>Incident number</th>
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<th>Accounting/mgmt Code</th>
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<th>Contact name/phone</th>
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**HAZARDOUS MATERIALS DECLARATION**

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<thead>
<tr>
<th>Identification Number</th>
<th>Proper Shipping Name</th>
<th>Hazard Class</th>
<th>Packing Group</th>
<th>Total Quantity</th>
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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**

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<tr>
<th>Item #</th>
<th>NFES #</th>
<th>Quantity</th>
<th>U/I</th>
<th>Item Description</th>
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Received by [signature]

**NFES 4A102** Original Shipper

**NFES RECEIPT, PACKING LIST, OPTIONAL**

**NFES 316 (05-2015)**

**Emergency Response Phone Number**

1-800-424-9308
<table>
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<tr>
<th>Item #</th>
<th>NIES #</th>
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<th>U/I</th>
<th>Item Description</th>
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Received by (signature)  
Position Title  
Date/Time

COPY 1 - SHIPPER
The completion of this form:

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

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

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

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

Incident Name: Name of the incident.

Incident Number: Do not forget the state identifier.

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

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

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

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

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

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

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

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

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

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

Item Number: Incident use to identify a specific item.

NFES Number: National Fire Equipment System assigned number

QTY: Quantity

U/I: Unit of Issue

Item of Description: Name of the item.

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

Medical waste must be transported to a licensed facility for proper disposal. Do not ship medical waste to an incident cache. Recycling of plastics, cardboard, etc., is highly recommended and is the responsibility of the incident. Exhibit 37 – Buying Team Incident Waybill.
Exhibit 36 – Buying Team Incident Waybill
https://www.nwcg.gov/publications/902

Exhibit 37 – Incident Replacement Requisition, OF-315
https://www.gsa.gov/forms-library/incident-replacement-requisition

Exhibit 38 – Property Loss or Damage Report Fire Suppression, OF-289
https://www.gsa.gov/forms-library/property-loss-or-damage-report-fire-suppression
Chapter 40 – Incident Business Management Coordination

Objective

This chapter establishes guidelines for coordination responsibilities between the incident agency and the IMT. Each agency/geographic area should supplement this chapter to meet specific needs.

Responsibilities

Incident Agency responsibilities:

- Establish business management requirements and monitor the quality and/or progress of incident business management throughout the incident.

Incident Management Team responsibilities:

- Ensure all incident business management requirements are met prior to close-out with the incident agency or transfer of command to another IMT.

Incident Agency Coordination

The incident agency should prepare an IMT briefing package addressing agency requirements in advance of the incident to facilitate the exchange of information during the initial briefing. The Agency Administrator may designate an Administrative Representative to monitor business management activities through visits to the incident site and support sites. Information on the Agency Administrator’s incident business management responsibilities can be found at: https://www.nwcg.gov/committees/incident-business-committee.

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

- Identification of the Incident Business Advisor (IBA) or other agency personnel with administrative/fiscal oversight responsibilities. The IBA works under the direct supervision of the Agency Administrator and in coordination with the IMT. The primary duty of the IBA is to provide the Agency Administrator or their delegate with an overview of incident management business practices, make recommendations for improvements, and facilitate communication with the IMT and other resources assigned in support of the incident. An IBA Field Reference can be found on the NWCG Incident Business Committee web page found at: https://www.nwcg.gov/sites/default/files/ibc_field_reference_guide.pdf

- Names with office and cell phone numbers of incident agency contacts for each function (Compensation/Claims, Time, Procurement, Property, and Cost). These contacts should be prepared to meet with IMT members to discuss agency specific policies and procedures. Written policy and procedures should be made available to the IMT.

- Availability of, or need for, acquisition and fiscal support, e.g., buying team, administrative payment team, and the requirements of each.
• 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 specific needs of the incident agency.

• Incident management records policy and guidance can be found at https://www.nwcg.gov/committees/incident-business-committee
  o Any other agency specific issues, requirements, or information such as:
    o Potential claim areas
    o Cooperative and/or mutual aid agreements and contacts
    o Cost share criteria
    o Payment procedures
    o Military operations
    o Use of National Guard
    o Service and Supply Plan (Chapter 20)
    o Property Management Guidelines (Chapter 30)
    o Geographic Area Supplement, e.g., equipment rates, AD exception positions
    o Recycling (Chapter 30)
    o Incident records documentation (reference https://www.nwcg.gov/committees/incident-planning-subcommittee)
    o Local cache items available, e.g., fax machines, coolers, chairs, phones
    o Procedures and requirements for uploading the e-ISuite database to the National Data Repository (https://famit.nwcg.gov/applications/eisuite)
    o Delegation of Administratively Determined (casual) hiring authority, if appropriate

• Release of incident management team. The Agency Administrator should consider the business management requirements of the incident when determining the release of the IMT. The Administrative Representative will coordinate a close-out session with the Finance/Administration Section, at which time the IFP will be reviewed.

**Incident Management Team (IMT) Coordination**

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

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

The IMT provides the Administrative Representative with a list of Finance/Administration and Logistics Section members’ home unit addresses and telephone numbers.

The Finance/Administration Section attends a close-out session scheduled by the Administrative Representative to review the IFP. This meeting is in addition to the IMT close-out.

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.

**Buying Team Coordination**

Buying teams are ordered by the incident agency and report to the Agency Administrator or other designated incident agency personnel. Buying teams work with the local administrative staff to support the incident acquisition effort.

The geographic area determines the composition of buying teams 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 Buying Team Leader coordinates with the incident agency, expanded dispatch and the IMT to ensure goods and services are purchased in accordance with incident agency policy and maintains proper documentation in accordance with the National Buying Team Guide, PMS 315 and incident agency requirements. Buying teams maintain a log and report the purchase of accountable property to the incident agency.

Buying teams should not be utilized as “de facto” payment teams. Incident agencies should order an administrative payment team if the incident situation warrants.

**Administrative Payment Team (APT) Coordination**

APTs are ordered by the incident agency and report to the Agency Administrator or other designated incident agency personnel. APTs work with the local administrative staff to expedite incident payments. An APT should only be ordered when the length of the incident is of a long duration and/or the incident agency does not have the resources to process payments within prompt payment timeframes.

The APT is authorized to make payment for supplies, materials, services, and equipment rental utilized on an incident in accordance with APT guidelines and incident agency policy. The APT forwards the original payment documentation to the National Park Service Accounting Operations Center (AOC) for retention and provides the incident agency with copies of all documentation per incident agency direction.

The APT communicates payment package, audit, and processing requirements to the FSC, buying team, and incident agency administrative staff.
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, 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://famit.nwcg.gov/applications/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 Agency Administrator 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., Burned Area Emergency Response (BAER), Prevention, Cost Review, Cost Apportionment, Fire and Aviation Safety Team (FAST), Investigation, etc. The Agency Administrator 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 39 – Time Unit Incident Finance Package Guidelines
Exhibit 40 – Commissary Incident Finance Package Guidelines
Exhibit 41 – Compensation/Claims Unit Incident Finance Package Guidelines
Exhibit 42 – Procurement Unit Incident Finance Package Guidelines
Exhibit 43 – Cost Unit Incident Finance Package Guidelines
**Exhibit 39 – 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 Unit Leader 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 Incident Commander.
- 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 40 – Commissary Incident Finance Package Guidelines

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

1. Written narrative documenting decisions and actions of commissary activities.

2. Written documentation on outstanding items, unresolved issues, and problems. Include recommendations for resolution.

3. Agency-Provided Commissary:
   a. File the original *Commissary Accountability Record*, OF-284; receipts for purchases, transfer documents (waybill), and returns/credits; the original Commissary Issue Records, OF-287; written inventory; and other pertinent documentation by date/operational period.
   b. All discrepancies (plus or minus) must be documented in writing (notation in the remarks column of the *Commissary Accountability Record*, OF-284, is sufficient).
   c. Discrepancies, due to missing items, must be accounted for according to incident agency procedures.
   d. Deliver remaining commissary stock to the incident agency (obtain signature on final *Commissary Accountability Record* in blocks 15-17 to document transfer).
Exhibit 41 – Compensation/Claims Unit Incident Finance Package Guidelines

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

1. Written general narrative documenting actions and decisions of the Compensation/Claims Unit Leader without including any Privacy Act protected information. Examples of information for the narrative include: statistical information regarding number of claims filed, number of medical authorizations issued, medical facilities utilized and outstanding cases.

2. Injury Compensation Documents.
   a. No injury/illness claim documentation shall be kept in the IFP.
   b. Remaining incident personnel hospitalized and follow-up needed.
   c. Submit original injury/illness log.
   d. APMC log, if APMC was utilized.

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

1. Written narrative documenting actions and decisions of the Claims Specialist or Compensation/Claims Unit Leader.

2. Written documentation on all outstanding items, unresolved issues, problems, etc. Include recommendations for resolution.

3. Claim Documents.
   a. Submit original Claims Log.
   b. Personal Property Loss/Damage Claims: Utilize the Incident Claims Case File Envelope. Provide original documentation including written claim, supervisor statement, investigation report, etc. Include incident recommendations as appropriate.
   c. Potential Claims: Utilize the Incident Claims Case File Envelope. Provide documentation (pictures, statements, written reports, maps, etc.) on all potential claims.
Exhibit 42 – Procurement Unit Incident Finance Package Guidelines

The incident agency may add to the following guidelines with agency specific requirements.

1. Written narrative documenting actions and decisions of the Procurement Unit Leader, Contracting Officer, and/or Procurement Officer.

2. Equipment Files – Utilize the Emergency Equipment Rental-Use Envelope, OF-305; file alphabetically. Identify follow-up needed and provide recommendations for solutions. Identify partial payments made on the equipment envelope. Individual Emergency Equipment Rental-Use Envelopes shall include:
   a. Applicable agreement
   b. Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296
   c. Emergency Equipment Shift Tickets, OF-297 (in chronological order)
   d. Emergency Equipment Use Invoice, OF-286, completed and signed
   e. Emergency Equipment Fuel and Oil Issues, OF-304
   f. Resource Order
   g. Commissary Issue Records, OF-287
   h. Other deduction/reimbursement documentation, e.g., agency-provided repair/parts invoices
   i. Documentation of existing or potential contract claims
   j. Follow-up required
   k. Copy of contractor performance evaluations

Original documentation is submitted to the payment office designated on the contract/agreement. If a payment office is not designated on the contract/agreement, the jurisdictional agency is responsible for processing payment. Retain a complete copy of all documentation for the IFP.

3. Documentation of all land use and other agreements has been entered into by the IMT. Documentation shall include:
   a. Original agreement
   b. Pre-use and final inspection
   c. Release from liability, if applicable
   d. Pictures, statements, etc.
   e. Identify follow-up needed and provide recommendation for resolution

4. Documentation of all purchases made by the incident personnel, e.g., agency charge card or convenience check purchases

5. Equipment payment transmittal documentation.
Exhibit 43 – 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.
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. Copies of accrual reports submitted to the incident agency, if applicable.
7. Other documentation including computer-generated reports, graphs, and printouts.
9. Cost projections as appropriate.
Chapter 50 – Interagency Cooperative Relations

Objective
This chapter provides information and guidelines relating to interagency agreements, cooperative agreements, Presidential emergency or disaster declarations through the FEMA, declarations under the FEMA Fire Management Assistance Grant (FMAG) program, and use of the military for domestic response duties.

Responsibilities

Incident agency responsibilities:
- Provide a copy of applicable agreements, including associated exhibits, along with annually reviewed operating plans to incident management personnel in order to ensure compliance and avoid misunderstandings.
- Negotiate additions or changes to applicable Operating Plan(s) when needed and distribute copies of the modified Operating Plan(s), as appropriate.

Incident Management Team responsibilities:
- Ensure the terms and conditions of agreements, including associated exhibits and operating plans are adhered to, e.g., appropriately, managing and utilizing equipment, personnel, supplies, and documenting costs.

Finance/Administration Section Chief responsibilities:
- Know the provisions in the agreements have a bearing on incident business management and related record keeping.

Formal Agreements

Formal agreements include any written document between parties, public or private. Signatory parties must have authority to represent their respective agencies. Agreements specify each party’s responsibilities with respect to mutual objectives and the manner in which such responsibilities will be carried out.

Agreements Between U.S. Government Agencies

The requesting or lead agency is responsible to distribute copies, as necessary, or provide copies of nationwide agreements, e.g., Air Traffic Services Support and Meteorological Services, to the National Interagency Coordination Center (NICC) for inclusion in the National Interagency Mobilization Guide located at https://www.nifc.gov/nicc/mobguide/index.html, or other appropriate distribution method.

- Executive Agency or Departmental Level – These agreements require statutory authority and are between or among executive agencies or departments; for example, United States Department of Agriculture, United States Department of the Interior, or the United States Department of Defense.
The interagency agreement between the United States Department of the Interior, 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. The payment to those resources will be completed through the terms of the agreement with the state. In other instances, local fire service organizations may have an agreement with their local federal agency and the terms of that agreement will be followed for payment. Equipment and operating 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.

Cost Share Agreements for Multi-Jurisdiction Incidents

The authority, guidelines, and process for entering into a cost share agreement are outlined in the 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 Fire Management Assistance Grant (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 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 Incident Commander 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 Department of Defense (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 Modular Airborne Fire Fighting System (MAFFS) for airtanker support during an emergency are outlined in the *National Interagency Mobilization Guide*, Chapter 50 Aircraft.

**Military Costs and Billings**

Obtain reimbursable military costs from the onsite 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.
Chapter 60 – Accident Investigation and Reporting

This chapter has been removed from the *NWCG Standards for Interagency Incident Business Management*. 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.

Chapter 70 – Claims

Objective

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

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

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

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

 Authorities

Claims may be processed under authority of the following:

Contract Disputes Act of 1978 – Claims arising under, or related to, contracts are settled under the Contract Disputes Act of 1978. Claims under the Contracts Disputes Act may be filed by the contractor against the government or by the government against the contractor, when either party believes it has been harmed by the others actions outside the terms and conditions of the contract. A contracting officer is the only person authorized to settle these claims (Chapter 20).

Federal Tort Claims Act (28 USC 1346(b) and 2671-2680) – This Act provides for the filing of claims against the United States for personal property damage or loss, personal injury, or wrongful death caused by the negligent or wrongful acts or omissions of federal government employees while acting within the scope of their employment, under circumstances where the United States, if regarded as a private person, would be liable to the claimant in accordance with the law of the state where the act or omission occurred. Only the USDA Office of the General Counsel (OGC) and the USDI Office of the Solicitor have the authority to settle claims under the Federal Tort Claims Act.

Non-Tort Act of May 27, 1930 (Property Damage) (16 USC 574) – This Act authorizes the Secretary of Agriculture to reimburse private property owners for damage or destruction caused by United States employees in connection with the protection, administration, and improvement of the National Forest. The Act provides a maximum amount payable of $2,500. This statute provides relief only when the United States inflicts damage on others in protecting, administering, or improving the National Forest. It is not intended to pay for damages incident to actions taken primarily to meet the needs of the private owner in relief from the same threat or situation facing government property, e.g., extinguishing fires which threaten private property. In order to apply this Act, there must be no negligence on the part of the federal government and 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 individuals service. Normally, human resource program enrollees, contractors or employees of contractors, employees of cooperators, state employees or inmates assigned to incidents are not covered under this Act. Interagency agreements should provide that each agency process claims of its own personnel. Only specific individuals have the authority to settle claims under this Act.
State Authorities – State procedures regarding claims resolution vary. Contact appropriate state representative for specific guidance and documentation requirements.

Responsibilities

Agency Administrator responsibilities:
- Ensure procedures outlined in this publication are implemented and followed.
- Provide an incident agency claims contact for the Compensation/Claims Unit Leader.
- 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.

Incident Commander 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.

Finance/Administration Section Chief responsibilities:
- Initiate an investigation of each claim.
- Provide recommendations for each claim (approve or deny), along with a statement explaining the basis for the recommendation to the incident agency.
- Coordinate with the Safety Officer, other section chiefs, and other incident personnel to ensure all required forms, information, and documentation are obtained.

Compensation/Claims Unit Leader or Claims Specialist 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 Finance/Administration Section Chief.

Safety Officer responsibilities:
- Coordinate investigations.
CLAIMS CHAPTER 70

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 45 and 46) 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 his/her 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 47).

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 47) 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., Compensation/Claims Unit Leader) 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 50). 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 51). An additional copy will be retained in the Incident Finance Package (Exhibit 42). 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 casuals 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 casual 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.
Contents

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 48 and 49), 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., Compensation/Claims Unit Leader of the claim.
The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on
the incident Claims Log (Exhibit 50).

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 51). A copy of all claim documentation will be attached to the claimant's Incident Time Report,
OF-288. An additional copy will be retained in the Incident Finance Package (Exhibit 42). 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 incident management team 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. This includes forwarding employee claims to the employee’s home unit, if
different than incident agency. Agencies may have specific documentation, processing procedures
and/or reimbursement limitations.
Exhibits

- Exhibit 44 – Motor Vehicle Accident Report, SF-91
- Exhibit 45 – Statement of Witness, SF-94
- Exhibit 46 – Claim for Damage, Injury, or Death, SF-95
- Exhibit 47 – Employee Claim for Loss or Damage to Personal Property, AD-382
- Exhibit 48 – Employee Claim for Loss or Damage to Personal Property, DI-570
- Exhibit 49 – Incident Claims Log
- Exhibit 50 – Incident Claims Case File Envelope, OF-314

Exhibit 44 – Motor Vehicle Accident Report, SF-91
Sections I through IX are filled out by the vehicle operator. Section X, items 72 thru 82c are filled out by the operator’s supervisor. Section XI thru XII are filled out by an accident investigator for bodily injury, fatality, and/or damage exceeding $500.

Exhibit 45 – Statement of Witness, SF-94
https://www.gsa.gov/forms-library/statement-witness

Exhibit 46 – Claim for Damage, Injury or Death, SF-95
https://www.gsa.gov/forms-library/claim-damage-injury-or-death
### Exhibit 47 – U.S. Department of Agriculture Employee Claim for Loss or Damage to Personal Property, AD-382

**U.S. DEPARTMENT OF AGRICULTURE**

**EMPLOYEE CLAIM FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

(PUBLIC LAW 86-558; 78 STAT. 767)

**CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS.** Fine of not more than $10,000 or imprisonment for not more than 5 years or both (See 82 Stat 698, 749, 18 USC C. 267, 2003)

**CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM.** The claimant shall forfeit and pay to the United States the sum of $2,000 plus double the amount of damages sustained by the United States. (See Revised Statutes Sec. 3400, 310 US C. 231.)

<table>
<thead>
<tr>
<th>NAME OF CLAIMANT</th>
<th>AGENCY WHERE EMPLOYED AND TITLE OF POSITION</th>
<th>LOCATION (City)</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Smith</td>
<td>Forest Service</td>
<td>Boise, Idaho</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS OF CLAIMANT</th>
<th>LOCATION WHERE LOSS OR DAMAGE OCCURRED</th>
<th>DATE OF LOSS OR DAMAGE</th>
<th>AMOUNT OF CLAIM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1234 Lost Way</td>
<td>East Complex Incident (base camp)</td>
<td>8/28/2007</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Date Acquired</th>
<th>Purchase Price or Value</th>
<th>Valued When Lost or Damaged</th>
<th>Estimated Cost of Repair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sleeping bag</td>
<td>12/25/XXXX</td>
<td>$125.00</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>2 Pair jeans</td>
<td>6/1/XXXX</td>
<td>$80.00</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>2 LS Denim Shirts</td>
<td>9/15/XXXX</td>
<td>$50.00</td>
<td>$40.00</td>
<td></td>
</tr>
<tr>
<td>I Pad</td>
<td>12/26/XXXX</td>
<td>$350.00</td>
<td>$300.00</td>
<td></td>
</tr>
</tbody>
</table>

**Items were stored in my personal tent and stolen while I was working the night shift from 1800 8/29 to 0500 8/29.**

**Was Property Insured?**
- **Yes**
- **No**

**Proof of Claim:**
- **Yes**

**Statement:**
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.

<table>
<thead>
<tr>
<th>DATE</th>
<th>IF CLAIMANT IS NOT OWNER OF PROPERTY: STATE RELATIONSHIP TO OWNER</th>
<th>SIGNATURE OF CLAIMANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/29/XXXX</td>
<td></td>
<td>John Smith</td>
</tr>
</tbody>
</table>

FORM AD-382 (10-60)
Exhibit 48 – U.S. Department of the Interior Employee Claim for Loss or Damage to Personal Property, DI-570

United States
Department of the Interior

EMPLOYEE CLAIM
FOR LOSS OR DAMAGE TO PERSONAL PROPERTY
(P.L. 88-365)

INSTRUCTIONS: Submit in triplicate. Please type

<table>
<thead>
<tr>
<th>Name of Claimant</th>
<th>Address of Claimant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Plunk</td>
<td>1900 Verrazano Rd</td>
</tr>
<tr>
<td></td>
<td>Fort Hamilton, NY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bureau or Office</th>
<th>City</th>
<th>Telephone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLM</td>
<td>P.O. Box 25005</td>
<td>(907) 386-9500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location of loss or damage</th>
<th>Date of loss or damage</th>
<th>Total amount of claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big Lake incident</td>
<td>6/24/20XX</td>
<td>$95.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Itemized Listing</th>
<th>Date Acquired</th>
<th>Purchase Price or Value</th>
<th>Value When Lost</th>
<th>Estimated Repair Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Half-ones Rain Gear</td>
<td>5/10/XX</td>
<td>$125.00</td>
<td>$125.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Wool Socks (L. Basel)</td>
<td>4/20/XX</td>
<td>$60.00</td>
<td>$60.00</td>
<td>N/A</td>
</tr>
<tr>
<td>Rain Boots, 24&quot;</td>
<td>7/30/XX</td>
<td>$20.00</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2 pair wool socks</td>
<td>5/10/XX</td>
<td>$20.00</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1 T-Shirt, long sleeves</td>
<td>6/10/XX</td>
<td>$18.00</td>
<td>$18.00</td>
<td>N/A</td>
</tr>
<tr>
<td>1 wool cap</td>
<td>8/10/XX</td>
<td>$15.00</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Claim is for: [ ] Loss  [ ] Damage (Check one)  Please give brief statement of circumstances:

I was an initial attack smokejumper at the Big Lake incident. We set up our camp in what we considered a safe zone at the south end of the fire. While working the east flank, wood shifted and burned our camp. Personal gear bag was destroyed.

Was property insured?  [ ] Yes  [ ] No  (If “Yes”, give name of insurer and amount collected)

Criminal Penalty for Presenting a Fraudulent Claim or Making False Statements: 5 years or more than $10,000 or imprisonment for not more than 3 years, or both (See 28 Stat. 656, 769, 18 U.S.C. 331, 1001).

Civil Penalty for Presenting a Fraudulent Claim: The claimant shall forfeit and pay to the United States the sum of $2,000, plus double the amount of damages sustained by the United States (See 28 Stat. 769, 354B, 18 U.S.C. 331).

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.

<table>
<thead>
<tr>
<th>Date</th>
<th>If claimant is not owner, state relationship</th>
<th>Signature of Claimant</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/20/XX</td>
<td></td>
<td>/s Tomy Plunk</td>
</tr>
</tbody>
</table>

Total DI-570 (July 1987)
## Exhibit 49 – Incident Claims Log

<table>
<thead>
<tr>
<th>Incident Name</th>
<th>Date</th>
<th>Claimant/Incident Unit</th>
<th>Home Unit Address</th>
<th>Notes/Claimed Value</th>
<th>Document Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miracle Creek</td>
<td>7/10/XX</td>
<td>John Doe</td>
<td>Route 6, Box X,</td>
<td>Home: $15,000, T-shirt: $250, Stolen sleeping bag: $510</td>
<td>Document Received on 7/10, investigation in progress</td>
</tr>
<tr>
<td>1</td>
<td>7/10/XX</td>
<td>E.A. Kingston</td>
<td>342 Long Dr.,</td>
<td></td>
<td>Document Received on 7/10, report by Camp</td>
</tr>
<tr>
<td>2</td>
<td>7/10/XX</td>
<td></td>
<td>N.York, OH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claimant Assigned To:</td>
<td>SRV #12</td>
<td>(Crew, OH Section or Individual)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>---------</td>
<td>----------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claimant's Home Unit:</td>
<td>172 Long Drive</td>
<td>(Address)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nyssa, OR, 97751</td>
<td>(City, State and Zip Code)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor on Incident:</td>
<td>Joe Super</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor's Home Unit:</td>
<td>(Agency)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Address)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(City, State and Zip Code)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone No. with Area Code</td>
<td>(555) 111-3333</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Check List for Case Files</th>
<th>YES (Date)</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Claim for Damage to Personal Property (AD-382, DI-572) OR Claim for Damage, Injury or Death (SF-95)</td>
<td>7/30/xx</td>
<td></td>
</tr>
<tr>
<td>Motor Vehicle Accidents: SF-91, SF91A, AND SF-94, or DI134</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor's Statement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Witness Statement (If Available)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investigation Report</td>
<td>7/30/xx</td>
<td></td>
</tr>
<tr>
<td>Photographs Included</td>
<td>7/30/xx</td>
<td></td>
</tr>
<tr>
<td>Support Documents Attached to Claim</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Report or Camp Security Report</td>
<td>7/30/xx</td>
<td></td>
</tr>
<tr>
<td>Follow-up Needs/Comments:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Chapter 80 – Cost Accounting and Reporting

Objective

This chapter establishes guidelines for documentation of actual incident costs and development of incident cost estimates. It also provides guidance for cost analysis procedures, cost monitoring, and cost management reporting.

Responsibilities

Agency Administrator responsibilities:

- Establish cost objectives and actively participate in cost monitoring procedures.
- Provide financial oversight and review of incident generated cost data in accordance with the Delegation of Authority and the Wildland Fire Decision Support System (WFDSS).
- Establish cost share agreements and determine the cost share period as appropriate.

Incident Commander responsibilities:

- Manage the incident by the most practical and economical means consistent with the resource values threatened.
- Provide review and documentation of incident costs per incident agency requirements.
- Document cost management actions implemented by the Incident Management Team and submit to Agency Administrator for review and comment.

Administrative Representative responsibilities:

- Inform or advise incident personnel of accrual requirements and establish procedures for notifying other units of their applicable incident costs.
- Ensure validation of incident cost share agreements with master cooperative agreement and agency policy.

Incident Business Advisor responsibilities:

- Provide advice to the Agency Administrator if there is a need for cost apportionment personnel or additional cost analysis beyond what the IMT is providing.
- Review and/or assist in the development of cost share agreements.
- Communicate the Agency Administrator’s requirements for cost tracking and containment requirements to the IMT.
- Provide incident agency specific cost information to the Finance/Administration Section Chief.

Finance/Administration Section Chief responsibilities:

- Ensure cost data is submitted to incident agency and included in accrual reports, as required.
- Provide resource cost information to the IMT that can be utilized to manage resources, implement cost management measures, and develop costs for strategic alternatives.
- Ensure costs are tracked and documented per cost share agreements.
- Provide cost projections as appropriate.
Cost Unit Leader 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 Finance/Administration Section Chief.
- 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.

Incident Management Team responsibilities:

- Provide cost information on a daily basis to the Cost Unit Leader 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 Emergency Equipment Rental Agreements (EERA), Incident Blanket Purchase Agreements (IBPA), contracts, and cooperative agreements.
- Aircraft costs include fixed-wing, rotor-wing, and retardant.
- Support Costs.
  - On-site support costs include catering unit, shower unit, mobile laundry, land use agreements and cache supplies, etc.
  - Off-site support costs include expanded dispatch, buying teams, Administrative Payment Teams, cache personnel, Area Command, transportation to/from incident, etc.
Below are examples of on-site costs and where incident-related costs could be obtained:

<table>
<thead>
<tr>
<th>On-Site Costs</th>
<th>Source of Cost Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Showers, Toilets, Tents, Mobile Laundry</td>
<td>Facilities Unit</td>
</tr>
<tr>
<td>Caterer</td>
<td>Food Unit</td>
</tr>
<tr>
<td>Land Use Agreement, Computer Rentals</td>
<td>Procurement Unit or Buying Team</td>
</tr>
<tr>
<td>Supplies (Local Purchase)</td>
<td>Buying Team</td>
</tr>
<tr>
<td>Agency Provided Medical Care</td>
<td>Medical Unit or Compensation/Claims Unit</td>
</tr>
<tr>
<td>Cache Supplies</td>
<td>Supply Unit</td>
</tr>
</tbody>
</table>

Below are examples of off-site costs and where related costs could be obtained:

<table>
<thead>
<tr>
<th>Off-Site Costs</th>
<th>Source of Cost Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expanded Dispatch</td>
<td>Expanded Supervisor</td>
</tr>
<tr>
<td>Buying Team</td>
<td>Buying Team Leader</td>
</tr>
<tr>
<td>Area Command</td>
<td>IBA</td>
</tr>
<tr>
<td>Payment Team</td>
<td>IBA</td>
</tr>
<tr>
<td>Cache Personnel</td>
<td>Cache Manager</td>
</tr>
<tr>
<td>Rental Vehicles</td>
<td>Buying Team or local unit</td>
</tr>
<tr>
<td>Retardant Bases</td>
<td>Air Operations or Tanker Base</td>
</tr>
<tr>
<td>Mobilization Centers</td>
<td>Mob Center Manager or Unit responsible for center</td>
</tr>
<tr>
<td>Transportation In/Out</td>
<td>Manual Calculation</td>
</tr>
<tr>
<td>Local Purchases</td>
<td>Buying Team or local Purchasing Agent</td>
</tr>
<tr>
<td>Meal Arrangements</td>
<td>Buying Team or local Purchasing Agent</td>
</tr>
<tr>
<td>Chartered Flights</td>
<td>NICC</td>
</tr>
</tbody>
</table>

3 **Standard Cost Components**

Standard cost components included in the e-ISuite database are utilized by most agencies. These standard cost components may be supplemented by the geographic areas or agencies. Cost components are measured on a daily, hourly, mileage or other dollar value (per unit) basis. Refer to Standard Cost Components located at [https://www.nwcg.gov/committees/incident-business-committee](https://www.nwcg.gov/committees/incident-business-committee).

8 **Actual Costs**

Actual costs may be used when available.

10 **Estimated Costs**

Estimated costs may be developed at the incident by averaging the cost of like resources. This may be done within any of the four cost categories.

13 **Composite Costs**

Composite costing combines methods and categories and is the most efficient, accurate method to 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 Unit Leader 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 handcrews. 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 on a daily basis in a format as displayed in Exhibit 52. Refer to Standard Cost Component at https://www.nwcg.gov/committees/incident-business-committee/resources.

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 53 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 Wildland Fire Decision Support System (WFDSS); to 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 (Exhibit 54). Master agreements between agencies should address the need for incident-specific agreements and identify agency specific requirements, including format and required signatures. Jurisdictional agency representatives sign the cost share agreement.

A cost share agreement may be established for on-site costs as well as off-site costs (expanded dispatch, mobilization centers, etc.). More than one agreement may be necessary to document cost share responsibility (incident and support costs).

Incident complexity changes frequently and may affect the terms of the cost share agreement. Therefore, the agreement may be amended as necessary. Each Agency Administrator and the Incident Commander(s) should receive a copy of the final agreement.

- Cost share agreements should identify the following:
  - Costs to be shared.
  - Costs to be borne by each agency (not shared).
  - Method by which costs will be shared.
  - Cost share period.
Cost share agreements must easily be understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process.

Cost Shared Items

The following is a list of costs typically shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

- **Aircraft Costs** – Aircraft (fixed and rotor wing) and associated retardant costs.
- **Equipment Costs** – Emergency equipment used to support the incident.
- **Incident Cache Costs** – Cache costs may include refurbishment, replacement, resupply, and labor costs.
- **Incident Rehabilitation Costs** – Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring 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, buying teams, Administrative Payment Teams, 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, land use agreements, 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.

**Final Cost Determination**

Costs can be determined by using incident generated data, which will include actual and estimated expenditures or may be finalized using agency financial records.

**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 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**

Following are four methods of cost share for multi-jurisdictional incidents. All methods require a signed agreement. The agreements shown in Exhibits 54 and 55, demonstrate the cost apportionment process.

**Initial Attack Agreement**

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, Agency Administrators 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 Incident Action Plan or actual use. Support costs, e.g., overhead team, 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 Unit Leader 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 ROSS 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 fires burn together, associate the fires in FireCode and utilize the “merge” function in ROSS and e-ISuite. Note: Once incidents are merged in e-ISuite and ROSS, the process of splitting these incidents back out may result in the loss of data integrity and history.
   d. If the need arises, a fire can be split from a complex if the recommendations in 1a, 1b, and 1c are followed.
   e. Agencies should follow individual agency fire reporting policies.
2. Deciding to complex, merge, or split:

   a. The Agency Administrator should consider consequences outlined in Appendix B–Tool Kit when deciding to complex, merge, or split incidents. This decision should be coordinated between the AA, affected Incident Commander(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 B–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 51 – Standard Cost Components
- Exhibit 52 – Cost Management Measures
- Exhibit 53 – Sample Cost Share Agreement
- Exhibit 54 – Sample Cost Share Agreement
Exhibit 51 – Standard Cost Components

For current rates reference https://www.nwcg.gov/publications/902

Exhibit 52 – Cost Management Measures

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 53 – Sample Cost Share Agreement

COST SHARE AGREEMENT
USDA FOREST SERVICE
and
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

INCIDENT NAME: Berry Fire

INCIDENT NUMBER BY AGENCY: CAL FIRE – CA-RRU-055439
USFS – PSBU7MP

INCIDENT START DATE AND TIME: July 11, 2007 at 1502 hours

JURISDICTIONS: USFS – San Bernardino National Forest
California Department of Forestry and Fire Protection – CAL FIRE

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

COMMAND STRUCTURE: Unified command
Start Date/Time: July 11, 2007 at 1800
End date/time: July 16, 2007 at 1800


INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE

INCIDENT COMMANDER: MICHAELA MELTORS, USFS

AGENCY REPRESENTATIVE: CAL FIRE – HECTOR MONTANO

UNIFIED ORDERING POINT: Perris Emergency Command Center
Agency Representatives participating in development of this cost share agreement:

Rick Money, USFS               Todd Shymanski, CAL FIRE
Jake Zimmer, USFS              Maryanna Cycle, BLM
This cost share agreement between USDA, Forest Service (USFS), and State of California Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI National Park Service and the California Department of Forestry and Fire Protection.

2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander’s (IC)/Agency Administrator’s (AA) mutual agreement.

3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.

4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.

5. Agency specific costs will not be shared.

6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.

7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.

8. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.

9. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency’s proportionate share thereof as agreed to by the jurisdictional representatives.

10. Shared costs will be based on the IC’s/AA’s mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency’s area of responsibility.

11. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC’s/AA’s and will be calculated as a separate cost.
12. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.

13. Within 10 months, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

14. All costs relating to the Mountain Structure Branch formed at the request of the Riverside County Fire Department will be paid by the requesting agency and not included in the cost pool.

15. MAFFS will be paid by the USFS and not included in the cost pool.

16. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

<table>
<thead>
<tr>
<th>COST SOURCES</th>
<th>RESPONSIBLE AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Agency</td>
<td>USFS – San Bernardino NF</td>
</tr>
<tr>
<td>State Agency</td>
<td>CAL FIRE – Riverside Ranger Unit</td>
</tr>
</tbody>
</table>

In accordance with the attached documentation, it is hereby agreed that cost sharing on this incident will be:

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>GROUND RESOURCES</th>
<th>AIRCRAFT/ RETARDANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>USFS</td>
<td>54.72%</td>
<td>90.61%</td>
</tr>
<tr>
<td>CDF</td>
<td>45.28%</td>
<td>9.39%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>
This agreement and the apportionment are our best judgments of agency cost responsibilities.

MICHAELA MELTOR
USDA, Forest Service

HECTOR MONTANO
State of California, Department of Forestry and Fire Protection

Signature, Agency Representative

Mailing Address:
USDA, Forest Service
Cajon Ranger District
1209 Lytle Creek Road
Lytle Creek, CA 92358

CAL FIRE
County Administrative Center
82-657 Highway 111
2nd Floor, Suite 210
Indio, CA 92201

Telephone: (XXX) XXX-xxxx

Telephone: (XXX) XXX-xxxx

Date of this finalized agreement: 7/16/2007

Contacts are:

Rick Money
USDA, Forest Service
19777 Greenley Road
Sonora, CA 95370
(XXX) XXX-XXXX

Jake Zimmer
USDA, Forest Service
24356 Nobe Street
Corona, CA 92883
(XXX) XXX-XXXX

Maryanna Cycle
USDI, BLM
2800 Cottage Way, Rm W-1834
Sacramento, CA 95825
(XXX) XXX-XXXX

Tina Smith
CAL FIRE
210 West San Jacinto Ave.
Perris, CA 92570
(XXX) XXX-XXXX

Attachments will follow, if applicable.
Exhibit 54 – Sample Cost Share Agreement

SUPPLEMENTAL COST-SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement executed between the Agencies listed, on 7/26/2007.

1. Fire Name: Berry Fire Origin Date ______ 07/11/2007 Time 1502

2. Origin/Township ______ T33N Range 117W Section ______

3. Estimated Size ______ 95,000 ______ Acres at the time of this agreement.

4. Agency __________________ Fire # __________________ Accounting Code ______
   Cal Fire __________________ Fire # CA-RRU-055439 Accounting Code A7MP
   Agency __________________ Fire # __________________ Accounting Code ______
   USFS __________________ Fire # CA-RRU-055439 Accounting Code A7MP
   Agency __________________ Fire # __________________ Accounting Code ______
   __________________ Fire # __________________ Accounting Code ______

5. This agreement becomes effective on: ______ 7/11/2007 at 1502 ______ and remains in effect until ______ 7/16/2014 at 1800 ______.

6. Overall direction of this incident will be by (X) Unified Command, or by ( ) Single Command structure. Identify below personnel filling the following positions:

   Position __________________ Name __________________ Agency __________________
   Incident Commander Hector Montano Cal Fire
   Incident Commander Michaela Meltor USFS
   Agency Administrator Hector Montano Cal Fire
   Agency Administrator Michaela Meltor USFS
   Representative __________________ Accounting Code ______
   Liaison __________________ Accounting Code ______
   Finance Betty Jones USFS
   Operations Ronald Hopper USFS

7. Suppression action will be subject to the following special conditions and land management considerations: Retardant will be kept at least 500 feet from waterways. Any encroachment of waterways will be reported as soon as possible.

8. Geographic responsibility (if appropriate) by Agency is defined as follows:
   Agency ______ Geographic Responsibility ______ State, city, county and private lands within fire boundary
   Agency Forest Service Geographic Responsibility ______ Forest Service lands within fire boundary
   Agency __________________ Geographic Responsibility ______
   Agency __________________ Geographic Responsibility ______

9. The Agency responsible for structural protection will be: ______ Cal Fire ______
10. Special operational conditions agreed to (include as appropriate air operations, base camp, fixed service, fire investigation, security, etc.) List cost-share information in item #1:

In accordance with the Cooperative Fire Protection Agreement between the USDA Forest Service, USDI National Park Service and the California Department of Forestry and Fire Protection:

a. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander’s (IC)/Agency Administrator’s (AA) mutual agreement.
b. Costs for non-essential property purchases by each agency will be charged directly to that agency and will not be shared.
c. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
d. Agency specific costs will not be shared.
e. Responsibility for lost claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
f. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
g. Daily cost sharing will be documented and approved by the ICs/AA for cost apportionment.
h. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency’s proportional share thereof as agreed to by the jurisdictional representatives.
i. Shared costs will be based on the IC’s/AA’s mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency’s area of responsibility.
j. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC’s/AA’s and will be calculated as a separate cost.
k. An administrative charge, the pre-established percentage set by each agency, will be assessed by the agency issuing the settlement billing for the net amount owed.
l. Within 10 months, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident total costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
m. All costs relating to the Mountain Structure Branch formed at the request of the Riverside County Fire Department will be paid by the requesting agency and not included in the cost pool.

n. SAFES will be paid by the SFES and not included in the cost pool.

11. Fire suppression COSTS will be divided between Agencies as described:

<table>
<thead>
<tr>
<th>Cost Centers</th>
<th>7/1/2012</th>
<th>7/2/2012</th>
<th>7/3/2012</th>
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<tbody>
<tr>
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12. Other conditions relative to this agreement (notifications, incident information, etc):
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<td>Title/Date</td>
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<td>Title/Date</td>
<td>Title/Date</td>
</tr>
</tbody>
</table>

List of Attachments (if any): ____________________/ ____________________/ ____________________
Instructions for the Cost Share Agreement:

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in the <insert area>. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the agencies involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:

**UNIFIED COMMAND** – A method for all agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

**SINGLE COMMAND STRUCTURE** – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:

a. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.

b. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.

c. Cost share by percentage of ownership or Agency jurisdictional responsibility.

d. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately-owned property with structures; or specific locations such as campgrounds.

e. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.
- Support costs (i.e., office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
- Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
- Air Support: Helicopters, (with support) air tankers.
- Cost apportionment by period (i.e., state mobilization or conflagration, Fire Management Assistance)

11. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.

12. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.
Chapter 90 – All-Hazards Incident Business Management

Objective

This chapter establishes business management guidelines for all-hazards incidents other than wildland fire. Unless specifically noted in Chapter 90 or prohibited by agency policy, all business practices addressed in Chapters 10 through 80 apply to all-hazards incidents.


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 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.

• The Office of Federal Procurement Policy Act – 41 USC 428a (2004) authorizes emergency procurement authorities (1) in support of a contingency operation; or (2) to facilitate the defense against or recovery from nuclear, biological, chemical, or radiological attack against the United States. Also reference Federal Acquisition Regulation Part 18.2.

• The Emergency Federal Law Enforcement Assistance Act (EFLEA) – 42 USC 10501 (2006) authorizes the attorney general, in a law enforcement emergency and upon written request by a Governor, to coordinate and deploy emergency federal law enforcement assistance to state and local law enforcement authorities.

• National Oil and Hazardous Substances Pollution Contingency Plan. (NCP, 40 CFR 300) – The NCP provides the organizational structure and procedures for preparing for and responding to discharges of oil and releases of hazardous substances, pollutants, and contaminants. The NCP is required by section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. 9605, as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), P.L. 99–499, and by section 311(d) of the Clean Water Act (CWA), 33 U.S.C. 1321(d), as amended by the Oil Pollution Act of 1990 (OPA), P.L. 101–380. The NCP identifies the national response organization that may be activated in response actions to discharges of oil and releases of hazardous substances, pollutants, and contaminants in accordance with the authorities of CERCLA and the CWA. It specifies responsibilities among the federal, state, and local governments and describes resources that are available for response, and provides procedures for involving state governments in the initiation, development, selection, and implementation of response actions, pursuant to CERCLA. The NCP works in conjunction with the National Response Framework through Emergency Support Function 10 – Oil and Hazardous Material Response.

**Presidential Emergency or Major Disaster Declaration**

**Process**

The NRF identifies the coordinating agency and primary agency(s) responsible for each of the 15 Emergency Support Functions (ESF) outlined in the Framework. It also identifies the support roles assumed by the various federal agencies under the Framework. The following are typical ESFs the federal wildland fire agencies may work under:

ESF4, Firefighting

The FS is designated the ESF Coordinator and primary agency.
ESF9, Search and Rescue
The DOI, National Park Service (NPS) is designated as a primary agency for inland/wilderness search and rescue.

ESF11, Agriculture and Natural Resources
The Department of Agriculture (USDA) is designated the ESF Coordinator and co-primary agency. The DOI is designated as co-primary agency.

Both the Forest Service and Department of the Interior serve as support agencies to other ESFs. Refer to the NRF for the support roles of the various Departments.

The Federal Coordinating Officer (FCO) manages and coordinates federal resource support activities 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 Mobilization Guide 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 general schedule 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 (bi-weekly 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**

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 general schedule 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-hazards incidents will be determined by agencies on a case-by-case basis. Contact your agency incident business representative for current direction.

**Acquisition**


**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 – Acronyms

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<th>Definition</th>
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<tr>
<td>AA</td>
<td>Agency Administrator</td>
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<tr>
<td>AD</td>
<td>Administratively Determined</td>
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<td>APMC</td>
<td>Agency Provided Medical Care</td>
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<td>APT</td>
<td>Administrative Payment Team</td>
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<td>AR</td>
<td>Agency Representative</td>
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<td>BAER</td>
<td>Burned Area Emergency Rehabilitation</td>
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<td>BIA</td>
<td>Bureau of Indian Affairs</td>
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<td>BLM</td>
<td>Bureau of Land Management</td>
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<td>CA Forms</td>
<td>Compensation Act forms</td>
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<td>Cost Apportionment Team</td>
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<td>CFR</td>
<td>Code of Federal Regulations</td>
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<td>CLMS</td>
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<td>CMSY</td>
<td>Commissary Manager</td>
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<td>CO</td>
<td>Contracting Officer</td>
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<td>COMP</td>
<td>Compensation/Claims Unit Leader</td>
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<td>COP</td>
<td>Continuation of Pay</td>
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<td>CTR</td>
<td>Crew Time Report</td>
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<td>DLA</td>
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<td>EQTR</td>
<td>Equipment Time Recorder</td>
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<td>ES</td>
<td>Emergency Stabilization</td>
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<td>Emergency Support Function</td>
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<td>IBPA</td>
<td>Incident Blanket Purchase Agreement</td>
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<td>IFP</td>
<td>Incident Finance Package</td>
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<tr>
<td>IMT</td>
<td>Incident Management Team</td>
</tr>
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<td>IC</td>
<td>Incident Commander</td>
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<td>Incident Command System</td>
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<td>InciWeb</td>
<td>Incident Information System</td>
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<td>INJR</td>
<td>Compensation for Injury Specialist</td>
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<td>JCC</td>
<td>Job Corps Center</td>
</tr>
<tr>
<td>LWOP</td>
<td>Leave Without Pay</td>
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<td>M #</td>
<td>Medical Resource Order Number</td>
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<td>MAFFS</td>
<td>Modular Airborne Fire Fighting System(s)</td>
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<td>MRE</td>
<td>Meals Ready to Eat</td>
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<td>NFES</td>
<td>National Fire Equipment System</td>
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<td>NIFC</td>
<td>National Interagency Fire Center</td>
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<td>NICC</td>
<td>National Interagency Coordination Center</td>
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<td>National Park Service</td>
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<td>NRF</td>
<td>National Response Framework</td>
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<td>NWCG</td>
<td>National Wildfire Coordinating Group</td>
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<td>O #</td>
<td>Overhead Resource Request Number</td>
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<td>OF</td>
<td>Optional Form</td>
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<td>OSHA</td>
<td>Occupational Safety and Health Agency</td>
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<td>Office of Workers' Compensation Programs</td>
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<td>TIME</td>
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<td>UOP</td>
<td>Unified Ordering Point</td>
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<td>United States Code</td>
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<td>United States Department of the Interior</td>
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<td>YCC</td>
<td>Youth Conservation Corps</td>
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<td>YOYP</td>
<td>You Order You Pay</td>
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<td>Wildland Fire Decision Support System</td>
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<td>Wage Grade</td>
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<td>Wage Leader</td>
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<td>WS</td>
<td>Wage Supervisor</td>
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# Appendix B – Tool Kit

## Glossary

All glossary terms can now be found at [https://www.nwcg.gov/publications/205](https://www.nwcg.gov/publications/205).

## Extended Work Shift Documentation Form

**OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT – SAMPLE**

**DEVIATION FROM 2:1 WORK REST POLICY**

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<th>Date:</th>
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<th>Unit:</th>
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**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):

<table>
<thead>
<tr>
<th>Date:</th>
<th>Hours in excess of 16</th>
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**MITIGATION MEASURES**

1. Describe what you did to mitigate the excess hours above (see NWCG Standards for Interagency Incident Business Management work/rest policy on the reverse)

2. Date Standard 2:1 work/rest restored.

**SIGNATURE OF INCIDENT SUPERVISOR**

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</tbody>
</table>

**SIGNATURE OF AGENCY ADMINISTRATOR, INCIDENT COMMANDER OR DUTY OFFICER**

<table>
<thead>
<tr>
<th>NAME:</th>
<th>TITLE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
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

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.
Resource Extension Request Form

RESOURCE and INCIDENT INFORMATION:

Resource Name: __________________________________________

Incident Name: ___________ Incident #: ___________ Request #: ___________

Position on Incident: __________________________________________

Home Unit Supervisor: ______________________ email: ___________ fax #: ___________

EXTENSION INFORMATION:

Prior to any extension consider the health, readiness and capability of the resource. The health and safety of incident personnel and resources will not be compromised under any circumstances.

Length of Extension and last work day:

Justification (Select from the list below):

☐ Life and property are imminently threatened,

☐ Suppression objectives are close to being met, or

☐ Replacement resources are unavailable or have not yet arrived.

REQUESTED BY*:

Incident Supervisor: ______________________ Incident Position: ______________________

APPROVED BY*:

1) Resource or Resource Supervisor: ______________________

2) Incident Commander or Deputy: ______________________

3) Host GACC Coordinator on Duty: ______________________

4) Home Unit Supervisor: ______________________

5) Sending GACC (excluding single-resource overhead): ______________________

6) N ICC (only if National Resource): ______________________

*Signatures should be gathered in the order they are numbered above

January 2013
## Hazard / Environmental Pay Matrix

Documentation of hazard/environmental differentials for crew time reports and other agency time reporting documentation.

<table>
<thead>
<tr>
<th>Hazard Description for CTR/Fire Time Sheet</th>
<th>GS</th>
<th>WG</th>
<th>Description</th>
<th>Activity</th>
<th>Entitlement to Hazard/Environmental Pay</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Firefighting</strong></td>
<td>X</td>
<td>X</td>
<td>Participating as a member of a firefighting crew in fighting forest and range fires on the fireline <em>before the fire is controlled</em>. This does not include personnel engaged in logistical support, service and non-suppression activities.</td>
<td>Fighting uncontrolled fire</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Safety personnel patrolling uncontrolled fireline</td>
<td>Safety personnel patrolling uncontrolled fireline</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Search and rescue on uncontrolled fireline</td>
<td>Search and rescue on uncontrolled fireline</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>X</td>
<td>Delivering supplies to fireline</td>
<td>Delivering supplies to fireline</td>
<td>No</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delivering personnel to fireline</td>
<td>Delivering personnel to fireline</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>X</td>
<td>Any incidental personnel visiting uncontrolled fireline</td>
<td>Any incidental personnel visiting uncontrolled fireline</td>
<td>No</td>
<td>Not considered active firefighting</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Media tours to uncontrolled fireline</td>
<td>Media tours to uncontrolled fireline</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Smoke Exposure</td>
<td>Smoke Exposure</td>
<td>No</td>
<td>No authority exists in CFR</td>
</tr>
<tr>
<td>Hazard Description for CTR/Fire Time Sheet</td>
<td>GS</td>
<td>WG</td>
<td>Description</td>
<td>Activity</td>
<td>Entitlement to Hazard/Environmental Pay</td>
<td>Comments</td>
</tr>
<tr>
<td>----------------------------------------</td>
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<td>----------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Flying</td>
<td>X</td>
<td></td>
<td>Individuals, except pilots, who are participating in limited control flights. Limited Control Flight — 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. 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.</td>
<td>Limited control flights</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Plastic sphere dispenser operations</td>
<td>Yes*</td>
<td>Applies to operator of dispenser</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cargo letdown/Fast rope operations</td>
<td>Yes*</td>
<td>Applies to operator</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Low-level infrared operations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rappel/Short-haul/Hoist operations</td>
<td>Yes*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flying</td>
<td></td>
<td></td>
<td>Parachute jumps</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flying-Low</td>
<td>X</td>
<td></td>
<td>Low-level flights in small</td>
<td></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Hazard Description for CTR/Fire Time Sheet</td>
<td>GS</td>
<td>WG</td>
<td>Description</td>
<td>Activity</td>
<td>Entitlement to Hazard/Environmental Pay</td>
<td>Comments</td>
</tr>
<tr>
<td>------------------------------------------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td>----------------------------------------</td>
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</tr>
<tr>
<td><strong>Level Flight</strong></td>
<td></td>
<td></td>
<td>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).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Groundwork Beneath Hovering Helicopter</strong></td>
<td>X</td>
<td>X</td>
<td>Participating in ground operations to attach an external load to a helicopter hovering just overhead.</td>
<td>Hover hook-ups</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Work in Rough and Remote Terrain</strong></td>
<td>X</td>
<td>X</td>
<td>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.</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Hazard Description for CTR/Fire Time Sheet</td>
<td>GS</td>
<td>WG</td>
<td>Description</td>
<td>Activity</td>
<td>Entitlement to Hazard/Environmental Pay</td>
<td>Comments</td>
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<tr>
<td>-------------------------------------------</td>
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<td>----------------------------------------</td>
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</tr>
<tr>
<td>High Work</td>
<td>X</td>
<td></td>
<td>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.</td>
<td>Yes</td>
<td></td>
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</tr>
<tr>
<td>Burned Area Emergency Response (BAER) – Assessment or Implementation</td>
<td>NA</td>
<td>NA</td>
<td>Does not meet the definition of firefighting for hazard pay eligibility; however, other hazard pay criteria listed above may apply.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescribed Fire</td>
<td>NA</td>
<td>NA</td>
<td>Does not meet the definition of firefighting for hazard pay eligibility; however, other hazard pay criteria listed above may apply.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. If it meets the definition of the CFR involving fixed or tactical patterns or low level flying which cannot be mitigated.

2.
CFR – Code of Federal Regulations References

GS Personnel

- SIIBM page 10-21 (line 37) through page 10-24 (line 27)
- 5 CFR 550.901 through 550.907 and Appendix A (http://www.ecfr.gov/)

WG/WL/WS Personnel

- SIIBM page 10-24 (line 28) through page 10-27 (line 17)
- 5 CFR 532.511 and Appendix A (http://www.ecfr.gov/)

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
# Emergency Equipment Rental Agreement Log

**Emergency Equipment Rental Agreement**

<table>
<thead>
<tr>
<th>Incident Name</th>
<th>Incident Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Agreement #</th>
<th>Date</th>
<th>Vendor Name</th>
<th>Equipment Type</th>
<th>License # or SN/VIN</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
## Fuel and Oil Issue Spreadsheet

<table>
<thead>
<tr>
<th>DATE NAME</th>
<th>REG GAL</th>
<th>RIO GAL</th>
<th>REG TOTAL</th>
<th>RIO TOTAL</th>
<th>REG PRICE</th>
<th>RIO PRICE</th>
<th>REG TOTAL PRICE</th>
<th>RIO TOTAL PRICE</th>
<th>OIL TOTAL</th>
<th>DIES TOTAL</th>
<th>DIES PRICE</th>
<th>OIL PRICE</th>
<th>DIES TOTAL PRICE</th>
<th>OIL TOTAL PRICE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.0</td>
<td>0.0</td>
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</tbody>
</table>
Sample Incident Business Operating Guidelines

INCIDENT BUSINESS OPERATING GUIDELINES

(units 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 (IBA) or Agency Administrator (AA) or Administrative Representative in advance.

Incident Business Advisor

Delegation of Authority. The incident agency’s Administrative Representative (name, work phone; cell phone, is the delegated IBA for the incident agency. An off-unit IBA may be resource ordered to assist the unit. During the IBA’s absence, any of the following may be delegated IBA responsibilities, depending on availability:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Work Phone</th>
<th>Cell Phone</th>
</tr>
</thead>
</table>

Responsibilities

The IBA is a liaison between the Agency Administrator and the IMT. The IBA will make visits to any established incident command post, staging area, and other incident support locations, e.g., expanded dispatch, buying team, administrative payment team, to facilitate communication and successful incident business practices. Technical specialists may accompany the IBA to assist in specific areas of concern, e.g., business, fiscal or acquisition personnel. The IBA will provide all incident support activities with telephone number(s) to ensure 24-hour contact for business management assistance.

In dealing with cost containment issues, it is important for the IBA to be a partner with the IMT and AA for effective cost containment balances, taking into consideration fire suppression tactics and strategies relative to the incident. This requires aggressive action to highlight inappropriate or questionable procurement requests as well as ineffective use of items under contract, plus exploration of alternatives, whereby joint IC, AA and IBA decision can be made.
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 IBA 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 IBA 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 is responsible to communicate with the Supply Unit Leader and Buying Team leader 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 is 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 Agency-Provided Medical Care 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)
- Local interagency agreements and operating plans
- Incident Agency and local unit procurement procedures
- Geographic Area Equipment Rates (*NWCG Standards for Interagency Incident Business Management*, 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 IBA 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.

Buying Team 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 Buying Team and may assign incident agency acquisition staff to assist. The Buying Team will follow National Interagency Buying Team Guide operating procedures and adhere to incident agency policy.

The IBA and/or appropriate official consult with the IMT and expanded dispatch regarding Buying Team release date.

Buying Team Leader is responsible to visit the incident command post and incident support locations to establish open lines of communication with IMT personnel (e.g., Expanded Dispatch, Logistics Section Chief, Supply Unit Leader and Procurement Unit Leader) 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 Buying Team Leader 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 Agency-Provided Medical Care

The IMT Compensation/Claims Unit Leader follows paperwork disposition procedures in the SIIBM.

All medical services, agency-provided medical care 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
</table>

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

The IBA, and/or FSC, and incident agency Administrative Representative determine the need for an administrative payment team (APT).

Normally, the APT will be ordered for incidents expected to exceed 2 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 IBA 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
</table>

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*. The ____________ (unit) also requires the following:

1. xxxxx
2. xxxxx
3. xxxxx

The IBA and Administrative Representative will participate in the IMT exit interview. The IBA and Administrative Representative provide input to the Agency Administrator regarding IMT performance related to business management. A finance section closeout will be conducted per agency policy.
## Cost Log

<table>
<thead>
<tr>
<th>INCIDENT #</th>
<th>COST LOG</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>INCIDENT</td>
</tr>
<tr>
<td></td>
<td>DAILY COST</td>
</tr>
<tr>
<td></td>
<td>SUPPLY COSTS</td>
</tr>
<tr>
<td></td>
<td>DAILY SUBTOTAL</td>
</tr>
<tr>
<td></td>
<td>RETARDANT</td>
</tr>
<tr>
<td></td>
<td>PERSONNEL</td>
</tr>
</tbody>
</table>
## Complex, Merge and Split Considerations

<table>
<thead>
<tr>
<th>#</th>
<th>Scenario</th>
<th>Issue</th>
<th>Effect ROSS</th>
<th>e-ISuite</th>
<th>Fire Code</th>
<th>IMT</th>
<th>ICBS-R</th>
<th>ICS-209</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Multiple IMTs Managing one Incident</td>
<td>Have one incident and FireCode number being shared by two IMTs</td>
<td>Minimal effect – can block resource order numbers and select specific delivery location</td>
<td>Two separate databases with same incident number – can create duplicate invoices</td>
<td>No effect</td>
<td>Creates extra step for resource ordering and the ROSS import process</td>
<td>One instance of incident in database with multiple delivery locations. All financial transactions will be to one incident order and one fire code.</td>
<td>One 209 created.</td>
</tr>
<tr>
<td>2</td>
<td>One IMT managing multiple incidents</td>
<td>The incidents are complexed</td>
<td>Utilize complex function, not merge. This creates a complex incident with subordinate incidents. The subordinate incidents maintain their integrity.</td>
<td>One database with parent complex code and multiple incidents being managed one</td>
<td>When establishing the complex code, need to associate incidents within that complex</td>
<td>Simplifies ordering and reporting (if ordering by complex). Complicates separating costs per incident.</td>
<td>Supply resources will have to be ordered and tracked per incident. Or all supply resources are ordered with the complex incident and fire code.</td>
<td>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).</td>
</tr>
<tr>
<td>3</td>
<td>One IMT managing multiple incidents</td>
<td>The incidents were not complexed</td>
<td>Resources need to be ordered on specific incident</td>
<td>(1) If handle under one database, difficult to manually separate out (2) Issue of managing multiple databases</td>
<td>One FireCode for each incident</td>
<td>Required to separate resources</td>
<td>Minimal effect if ordering is kept separate</td>
<td>Create a separate 209 for each incident.</td>
</tr>
<tr>
<td>4</td>
<td>One IMT managing multiple incidents – Two or more incidents have merged (burned together)</td>
<td>Handle merged fires as separate fires</td>
<td>No effect</td>
<td>No effect</td>
<td>No effect – separate codes maintained</td>
<td>No effect – Challenge is managing the acreage split &amp; costs</td>
<td>Supply resources will have to be ordered and tracked per incident.</td>
<td>Continue to report separate on individual 209s</td>
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<td>#</td>
<td>Scenario</td>
<td>Issue</td>
<td>Effect ROSS</td>
<td>e-ISuite</td>
<td>Fire Code</td>
<td>IMT</td>
<td>ICBS-R</td>
<td>ICS-209</td>
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<td>5</td>
<td>One IMT managing multiple incidents – Two or more incidents have merged (burned together)</td>
<td>Handle merged fires as single fire</td>
<td>Merge fires in system: Choose primary incident, other incident(s) merge into primary – Generates new resource order numbers to non-primary incident</td>
<td>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.</td>
<td>No effect – code from primary fire utilized</td>
<td>Accommodate for new resource order numbers and may still track fires individually</td>
<td>No effect as long as ROSS has merged the incidents and passed information to ICBS</td>
<td>Aggregate merged fires on one 209. If each fire has an existing 209, finalize one 209 ad use the other for the new merged fire (indicate merge in Remarks on both 209 for cross referencing).</td>
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<td>6</td>
<td>Multiple incidents managed by one IMT to now be managed by multiple IMTs – maintaining integrity of individual fires</td>
<td>Not complexed – same Fire Code and Incident Numbers are maintained</td>
<td>No effect</td>
<td>If fires are in one database, very difficult to split into separate databases.</td>
<td>No effect</td>
<td>No effect</td>
<td>No effect</td>
<td>IMTs continue process of 209 submission for each fire without interruption.</td>
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<td>7</td>
<td>Reorganization or split of a complex or incident, multiple IMTs</td>
<td>Various options and combinations of data management (issue: Lose the integrity of individual fires and creates issues through all fire systems)</td>
<td>Can accommodate moving an incident in or out of another complex or incident</td>
<td>If fires are in one database, very difficult to split into separate databases. Difficult to keep historic integrity once the database is separated out.</td>
<td>If a new Fire Code is created, should document the updates. Any changes to complexes and associated fires.</td>
<td>Not difficult</td>
<td>Will need individual incident number and fire code to process supply requests.</td>
<td>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</td>
</tr>
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<td>8</td>
<td>Loaning resources among IMTs</td>
<td>Various options and combinations of resource and data management (Issue: Communication between teams on reporting time and costs – tracking costs)</td>
<td>Should be reassigned</td>
<td>Demob resource. If resource is not reassigned, setup to create incident in existing database and report costs to other IMT.</td>
<td>No effect</td>
<td>Reluctant to reassigned due to losing direct control of resource</td>
<td>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.</td>
<td>Add and subtract resources from among the sharing fires on the 209 for each incident.</td>
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<tr>
<td>9</td>
<td>Incident(s) or Complex(s) crossing geographic areas</td>
<td>Multiple dispatch centers (Issue: Which geographic area and dispatch center is hosting the incident)</td>
<td>Assign one geographic center and expanded dispatch – When the incident is returned to local jurisdiction make sure it is returned to original dispatch center</td>
<td>No effect</td>
<td>Do not create a new Fire Code when fire crosses jurisdictional boundaries – One Fire Code per incident</td>
<td>No effect</td>
<td>No effect as long as the incident order and fire code does not change.</td>
<td>Two GA’s may agree to split the incident between them. The IMT must submit a new 209 to the new GACC (will require a new incident number, but not necessarily a new incident name). Acres, resources, costs, etc., must also be split accordingly. The two geographic areas need to coordinate reporting burned acres by ownership on each GA’s respective Situation Reports (done by the local dispatch centers).</td>
</tr>
</tbody>
</table>
All-Hazards Checklist (Pre-incident)

- Ensure access to Reference Library – Wildland Fire and All-Hazards.*
- 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.
- Copy Wildland Fire Decision Support System (WFDSS).
- Copy of Delegation of Authority.
- Determine how medical care 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.

ESF4 – Organization Chart for the Incident, if applicable.

ESF, Regional Coordinator Center or Joint Field Office Organization Chart with contact names and numbers, as needed.

On-scene FEMA contact name(s) and numbers.

Post Incident

Participate in transition meeting with incoming/outgoing financial staff advisors.

Close-out with Agency Administrator or designee.


** May also be obtained at incident arrival and/or need to check on an on-going basis for additions.
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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.

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Comments, questions, and recommendations shall be submitted to the appropriate agency program manager assigned to the IBC. View the complete roster at https://www.nwcg.gov/committees/incident-business-committee/roster.

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