

A Publication of the  
**National Wildfire  
Coordinating Group**

# **Interagency Incident Business Management Handbook**



**NWCG Handbook 2  
PMS 902  
NFES 2160**

**February 2008**

---

A Publication of the  
National Wildfire  
Coordinating Group

# Interagency Incident Business Management Handbook



**NWCG Handbook 2**  
**PMS 902**  
**NFES 2160**

**February 2008**

---

*Sponsored for NWCG publication by the Incident Business Practices Working Team, February 2008.*

*This publication is available at  
[www.nwcg.gov/teams/ibpwt/documents/index.htm](http://www.nwcg.gov/teams/ibpwt/documents/index.htm)*

*Copies of this publication may be ordered from the National Interagency Fire Center, Great Basin Cache Supply Office, 3833 S. Development Ave., Boise ID 83705. Order NFES 2160. Please refer to the current NWCG NFES Catalog Part 2: Publications for prices and ordering procedures. [www.nwcg.gov](http://www.nwcg.gov)*

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## Contents

### CHAPTER

0	INTRODUCTION
10	PERSONNEL
20	ACQUISITION
30	PROPERTY MANAGEMENT
40	INCIDENT BUSINESS MANAGEMENT COORDINATION
50	INTERAGENCY COOPERATIVE RELATIONS
60	ACCIDENT INVESTIGATION AND REPORTING
70	CLAIMS
80	COST ACCOUNTING AND REPORTING
90	ALL HAZARD INCIDENT MANAGEMENT
APPENDIX A	ACRONYMS & POSITION CODES
APPENDIX B	TOOL KIT

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## CHAPTER 0 – INTRODUCTION

### Contents

01	AUTHORITY
02	OBJECTIVES
03	POLICY
04	RESPONSIBILITIES
05	DEFINITIONS

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

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

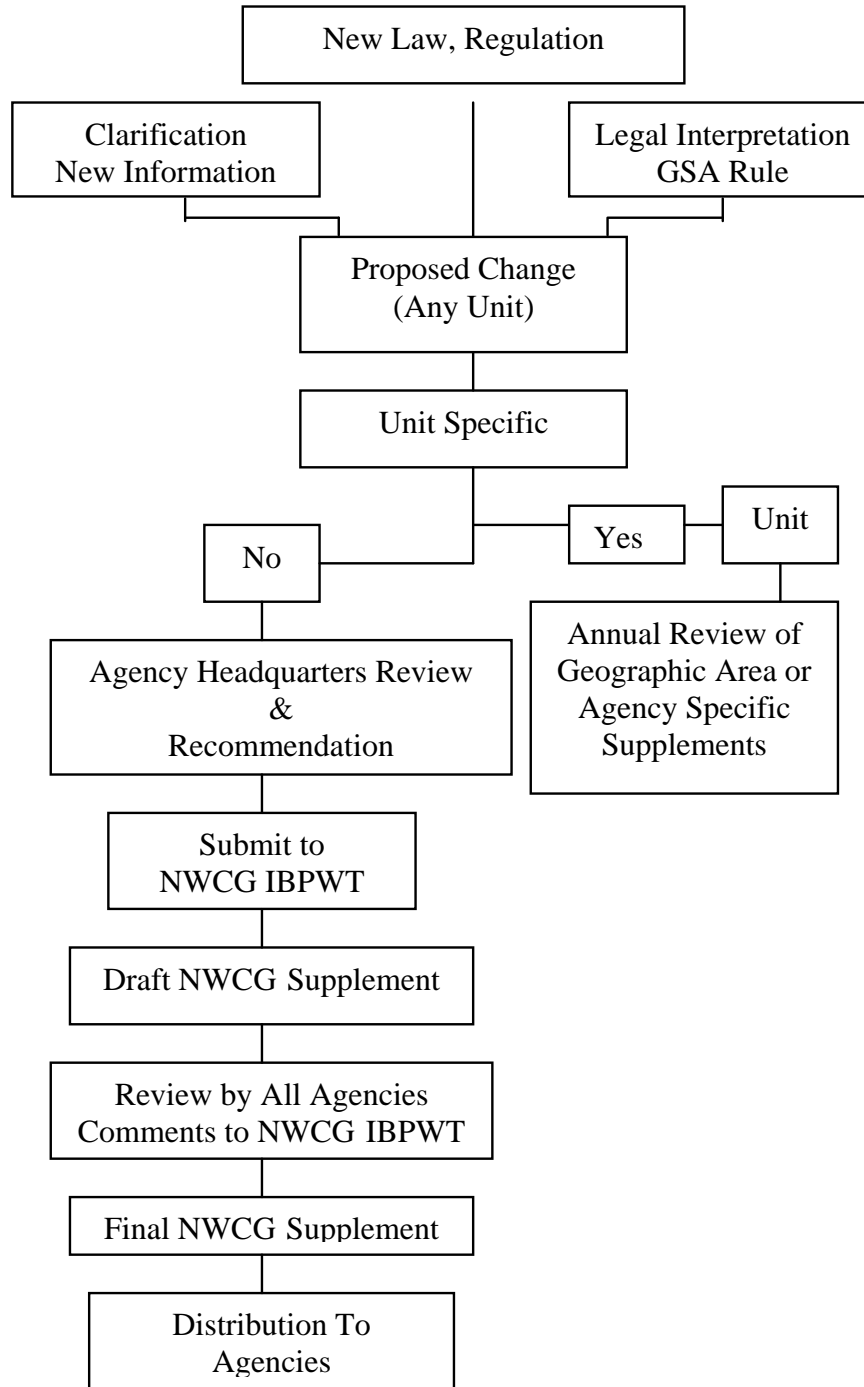
1. Uniform application of regulations on the use of human resources, including classification, payroll, commissary, injury compensation, and travel.
2. Acquisition of necessary equipment and supplies from appropriate sources in accordance with applicable procurement regulations.
3. Managing and tracking government property.
4. Financial coordination with the protection agency and maintenance of finance, property, procurement, and personnel records and forms.
5. Use and coordination of incident business management functions as they relate to sharing of resources among federal, state, and local agencies, including the military.
6. Investigation and reporting of accidents.
7. Investigating, documenting, and reporting claims.
8. Documenting costs and implementing cost-effective criteria for managing incident resources.
9. Non-fire incidents administrative processes.

03 – POLICY. Uniform application of interagency policies and guidelines are necessary. Agencies will follow the direction set forth in this handbook in all incident business management functions except where specific agency legal mandates, policies, rules, or regulations direct otherwise.

This handbook must be kept current and made available to incident and agency personnel. Changes to the handbook may be proposed by any agency for a variety of reasons; new law or regulation, legal interpretation or opinion,

clarification of meaning, etc. If the proposed change is relevant to other agencies, the proponent agency should first obtain national headquarters review and concurrence before forwarding to the NWCG Incident Business Practices Working Team (IBPWT). The NWCG IBPWT will prepare draft NWCG amendments for all agencies to review before finalizing and distributing. (See the following chart.)

The NWCG IBPWT maintains a website that contains this handbook, handbook supplements and amendments and links to geographic and NWCG member specific sites.



04 – RESPONSIBILITIES.

1. Each agency is responsible for establishing controls to ensure that handbooks are maintained in a current status. Handbooks must be available and up-to-date, and the latest revision of forms must be on hand and available to agency and incident personnel.
2. Each agency shall maintain a master distribution list for the handbook and ensure distribution of NWCG amendments. [www.nwcg.gov](http://www.nwcg.gov)
3. Agencies, field offices, or NWCG geographic areas may supplement this handbook for clarification or information, as long as policy or conceptual data is not changed. Agencies must make supplements available to incident personnel. [www.nwcg.gov](http://www.nwcg.gov)
4. Agencies may request the IBPWT to review supplements and make changes to the parent text of this handbook if applicable to all agencies.
5. The IBPWT will revise this handbook every four years.

05 – DEFINITIONS. Definitions contained in this chapter are used throughout the handbook. Specific definitions unique to a chapter are found within that chapter.

1. Accounting Code. Agency-specific accounting data. Each agency assigns a specific accounting code to an incident.
2. Administrative Payment Team (APT). APT's support incident agencies by processing payments for resources, such as emergency equipment, casualties, local vendors for supplies, etc.
3. Administrative Representative. Individual responsible for incident agency business management functions, such as personnel, procurement, fiscal, etc.
4. Administrative Workweek. Period of seven consecutive calendar days designated in advance by the head of a department (5 U.S.C. 6101(a)).
5. Agency Administrator (AA). The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples include: Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park



Superintendent for the National Park Service, Refuge Manager for Fish and Wildlife Service, or state agency equivalent.

6. Area Command. An organization established to oversee the management of multiple incidents that are each being handled by an incident management team (IMT) organization or to oversee the management of a very large incident that has multiple IMTs assigned to it.
7. Area Commander (AC). The Incident Command System position responsible for overall direction of incident management teams assigned to the same incident or incidents in close proximity managed under Area Command.
8. Base Hours. The number of hours in a daily tour of duty.
9. Basic Workweek. Refers to the scheduled workweek of the employee (individual) at the home unit.
10. Burned Area Emergency Response (BAER) Team. BAER teams are formed to analyze post-fire conditions and to take immediate emergency stabilization action to prevent loss of life and property, and critical and natural resources. It is the Agency Administrator's responsibility to order or designate a BAER Team. Appropriation usage can vary from agency to agency for BAER work. BAER teams should request direction from the incident agency in order to ensure the correct usage of funds for BAER team participation.
11. Buying Team. A team that supports incident procurement through the local administrative staff and is authorized to procure a wide range of services, supplies and land and equipment rentals.
12. Casual. A person hired and compensated under the Pay Plan for Emergency Workers. Also referred to as emergency firefighter (EFF), AD, and emergency worker.
13. Contracting Officer (CO). Agency personnel with specific delegation of procurement authority, also known as warranted contracting officer.
14. Contracting Officer's Representative (COR). An individual designated by the contracting officer to serve as CO representative in matters dealing with contract administration.

15. Contractor. Private sector personnel, vendors or businesses contracted to provide goods and services to a government agency.

16. Cooperator. An agency with which resources are shared as authorized in a cooperative agreement.

17. Federal Wage System Employees. Regular federal government employees who are compensated under the Federal Wage System. They are frequently referred to as wage grade (WG), wage leader (WL), or wage supervisor (WS) employees.

18. FireCode. A unique code (alpha-numeric) assigned to wildland fires. One FireCode project number per fire is assigned for use by all five federal wildland firefighting agencies. FireCodes may be any combination of four digit alpha-numeric characters. Each agency's finance community incorporates the FireCode project number into the accounting code.

19. Fireline. For purposes of pay administration for hazardous duty, 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).

20. First Aid Cases. Injuries/illnesses involving treatment by paramedics, EMTs, the incident Medical Unit, or a military facility where no billings for services or supplies are required and no lost time beyond the date of injury is expected.

21. General Schedule Employee. A regular federal government employee who is compensated under the General Schedule (GS) Pay Plan.

22. Geographic Area. A political boundary designated by governmental agencies (wildland fire protection agencies), within which they work together for the interagency, intergovernmental planning, coordination, and operations leadership for the effective utilization of emergency management resources within their area. A listing of the areas can be found in the National Interagency Mobilization Guide, Chapter 20, Section 21.1. [www.nifc.gov/nicc/logistics/references.htm](http://www.nifc.gov/nicc/logistics/references.htm)

23. Home Unit. The employing office where the individual is regularly assigned or agency location where the individual is hired.

24. Incident. An occurrence, either human-caused or natural phenomenon that requires action or support by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.
25. Incident Agency. The organizational unit responsible for the incident planning, logistics, and/or finance activities.
26. Incident Assignment. An assignment to an incident (either human-caused or natural phenomenon) that requires a length of commitment.
27. Incident Business Advisor (IBA). A liaison and advisor to the Agency Administrator (AA) or Area Commander (AC) who works directly for the AA or AC. The IBA serves as a bridge to the AA, incident management team and other incident support functions.
28. Incident Commander (IC). The Incident Command System position responsible for overall management of the incident. The IC reports to the Agency Administrator for the agency having incident jurisdiction.
29. Incident Management Team. The Incident Commander and appropriate command and general staff personnel assigned to an incident.
30. Incident Order Number. The number assigned to an incident. This number follows a standard format where the first 2 letters indicate the state, the next 3 letters are the incident agency, and the last 4-6 digits are agency assigned. See the National Interagency Mobilization Guide, Chapter 10 or Unit Identifiers found at <http://www.nifc.gov/nicc/logistics/references.htm>
31. Incident Support Unit. Administrative and support units that are ordered by and reports to the Agency Administrator or designee, e.g., expanded dispatch, buying team, administrative payment team.
32. Jurisdictional Agency. The agency having land and resource management responsibility for a specific geographical or functional area, as provided by federal, state, or local law.
33. Local Resource. Resources within a dispatch center's area of responsibility.
34. Off Shift. Non-compensable time, e.g., eating, sleeping or other activities of a personal nature.

35. On Shift. Time of actual work, ordered standby, or compensable travel that has a specific start and ending time.
36. On-Call. Status of a federal casual or federal regular government employee used for timekeeping purposes. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if: (1) 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 (2) 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)).
37. Operational Period. The period of time scheduled for execution of a given set of tactical actions, which may be specified in the Incident Action Plan.
38. Ordered Standby. An employee is on duty, and time spent on standby duty 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))
39. Prescribed Fire. Any fire ignited by management actions to meet specific objectives. Also referred to as management ignited.
40. Prevention Team. A Prevention Team provides support to fire prevention and wildland fire educational needs preceding and during periods of high wildland fire danger or prescribed fire activity. The teams provide assistance to wildland fire managers with coordination of fire loss mitigation efforts with public, state or local agencies.
41. Procurement Officer. Agency personnel with specific delegation of procurement authority, acting within the limits of agency policy of said authority.

42. Protection Agency. The agency responsible for providing direct incident management to a given area pursuant to a cooperative agreement, contract, or other authority.
43. Regular Government Employees. Includes all those people hired under authorities other than the Pay Plan for Emergency Workers. Federal general schedule and prevailing rate employees are included in this category.
44. Resource Order Number/Request Number. As resources are ordered to respond to an incident, Resource Order Numbers (occasionally referred to as a request number) are issued. The order number includes the incident number, an alpha character (S = Supplies, E = Equipment, O = Overhead, A = Aircraft, C = Crews, M = Agency Provided Medical Care) followed by a sequential number (e.g., MT-LNF-076, O-95). Since the Incident Order Number remains the same, usually only the alpha character and sequential number are shown. (See National Interagency Mobilization Guide, Chapter 10, Section 13.2.) [www.nifc.gov/nicc/logistics/references.htm](http://www.nifc.gov/nicc/logistics/references.htm)
45. Severity Funding. Suppression funds may be used to increase the level of presuppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.
46. Spot Change. The second continuous day of an incident, a regular government employee's normal daily tour of duty is "spot changed" to where the first 8, 9, or 10 hours worked are base hours.
47. Supporting Agency. An agency providing suppression or other support and resources to the protection agency. Services and support provided must be covered under an agreement, lease or other contractual document.
48. Timekeeping. Tracking on-shift time of incident resources by the supervisor. Timekeeping is accomplished on the Crew Time Report, SF-261, or the Emergency Equipment Shift Ticket, OF-297.
49. Time Recording. Recording all time presented by others. Personnel time recorders record time from the Crew Time Report, SF-261, to the Emergency Firefighter Time Report, OF-288. Equipment time recorders record time from the Emergency Equipment Shift Ticket, OF-297, to the Emergency Equipment Use Invoice, OF-286.

50. Tour-of-duty. The hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitutes an employee's regularly scheduled administrative workweek.

51. Warrant. The official delegation of authority to contracting officers and procurement officers establishing the dollar amount and type limits for acquisitions.

52. Wildland Urban Interface (WUI). The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## CHAPTER 10 – PERSONNEL

### Contents

11	RECRUITMENT
11.04	Responsibilities
11.1	Organized Crews
11.2	Casuals
11.2-1	Job Corps and Youth Conservation Corps (YCC) Enrollees
11.2-2	Hiring of 16 and 17 Year Olds
11.2-3	Hiring of Federal Retirees
11.2-4	Senior Community Service Employment Program (SCSEP) Enrollees
11.2-5	Volunteers Under Formal Agreement
11.2-6	Using Regular Government Employees From Other Federal Agencies
11.3	Cooperators
12	PAY PROVISIONS
12.04	Responsibilities
12.05	Definitions
12.1	One Day Assignments From 0001-2400 Hours
12.1-1	Multiple-Day Assignments
12.1-2	Last Day of the Incident
12.1-3	Detail Assignments
12.2	On-Shift Time
12.3	Travel and Related Waiting Time
12.4	Ordered Standby
12.4a	On-Call
12.5	Off-Shift Time
12.6	Meal Periods
12.7	Work/Rest, Length of Assignment, and Days Off
12.7-1	Work/Rest Guidelines
12.7-1a	Incident Operations Driving
12.7-2	Length of Assignment
12.7-3	Management Directed Days Off at Home Unit
12.8	Other Pay Provisions
12.9	Hazard Pay for General Schedule Employees
12.9-1	Definitions

## CHAPTER 10 – PERSONNEL

### Contents – Continued

12.9-2	Positions Not Entitled to Hazard Pay Differential for Irregular and Intermittent Hazardous Duties
12.9-3	Criteria for Entitlement to Hazardous Pay Differential for Irregular and Intermittent Hazardous Duties
12.9-4	Regulations Governing Payment of Hazard Pay Differential for General Schedule Employees
12.10	Environmental Differential for Federal Wage System Employees
12.10-1	Criteria for Entitlement to Environmental Differential for Federal Wage System Employees
12.11	Public Law 106-558 and Public Law 107-20
12.11a	Fair Labor Standards Act (FLSA) Exemption Modifications for Emergency Assignments
13	PERSONNEL TIMEKEEPING/RECORDING
13.02	Objective
13.04	Responsibilities
13.05	Definitions
13.1	Timekeeping/Recording Procedures
13.2	Crew Time Report, SF-261
13.2-1	Timekeeping Methods
13.3	Emergency Firefighter Time Report, OF-288
13.3-1	Emergency Firefighter Time Report, OF-288, for Regular Government Employees
13.3-2	Emergency Firefighter Time Report, OF-288, for Casuals
13.4	Closing Out Emergency Firefighter Time Reports
13.5	Common Timekeeping Issues
13.6	Exhibits
Exhibit 01	Pay Plan for Emergency Workers
Exhibit 02	Military Time Conversion
Exhibit 03	State Alpha Codes
Exhibit 04	Crew Time Report, SF-261, Method 1
Exhibit 05	Crew Time Report, SF-261, Method 2
Exhibit 06	Instructions for Completion of Crew Time Report, SF-261
Exhibit 07	Emergency Firefighter Time Report, OF-288, for Regular Government Employees



CHAPTER 10 – PERSONNEL

Contents – Continued

Exhibit 08	Instructions for Completion of Emergency Firefighter Time Report, OF-288, for Regular Government Employees
Exhibit 09	Emergency Firefighter Time Report, OF-288, for Casuals
Exhibit 10	Instructions for Completion of Emergency Firefighter Time Report, OF-288, for Casuals
Exhibit 11	Condition of Hire Page from Emergency Firefighter Time Report, OF-288
Exhibit 12	Emergency Firefighter Time Report, OF-288, <b>(TEST FORM)</b> for Regular Government Employees
Exhibit 13	Instructions for Completion of Emergency Firefighter Time Report, OF-288, <b>(TEST FORM)</b> for Regular Government Employees
Exhibit 14	Emergency Firefighter Time Report, OF-288, <b>(TEST FORM)</b> for Casuals
Exhibit 15	Instructions for Completion of Emergency Firefighter Time Report, OF-288, <b>(TEST FORM)</b> for Casuals
Exhibit 16	Condition of Hire Page from Emergency Firefighter Time Report, OF-288 <b>(TEST FORM)</b>
Exhibit 17	Payroll or Invoice Deduction Authorization <b>(TEST FORM)</b>
Exhibit 18	Employment Eligibility Verification, Form I-9
Exhibit 19	Checklist for Closing Out Emergency Firefighter Time Reports, OF-288
Exhibit 20	Single Resource Casual Hiring Form, PMS 934
Exhibit 21	Incident Behavior Forms, PMS 935-1, PMS 935-2
14	COMMISSARY
14.03	Policy
14.04	Responsibilities
14.05	Definitions
14.1	Commissary Authorizations
14.1-1	Commissary Privileges - Payroll Deduction
14.1-2	Commissary Privileges - Contractors
14.1-3	Cash and Credit Card Purchases
14.2	Contracted Commissary
14.3	Agency-Provided Commissary
14.3-1	Establishing Commissary Stock
14.3-2	Ordering Procedures

CHAPTER 10 – PERSONNEL

Contents – Continued

14.4	Commissary Issue Record
14.5	Commissary Accountability Record
14.5-1	Reconciliation and Transfer of Accountability
14.6	Posting Commissary Issues
14.7	Exhibits
Exhibit 01	Commissary Issue Record, OF-287
Exhibit 02	Contracted Commissary Issue Record, Form 284B
Exhibit 03	Instructions for Completion of Commissary Accountability Record, OF-284
Exhibit 04	Commissary Accountability Record, OF-284
Exhibit 05	National Mobile Commissary Services Payment Invoice, Form 284A
15	COMPENSATION FOR INJURY/ILLNESS
15.01	Authorities
15.04	Responsibilities
15.05	Definitions
15.1	First Aid Cases
15.2	Agency Provided Medical Care (APMC)
15.2-1	Coverage and Procedures
15.2-2	Authorizing Medical Treatment
15.3	Standard Workers' Compensation Coverage and Procedures
15.3-1	Federal Employee's Compensation Act (FECA)
15.3-2	Medical Care
15.3-3	Authorizing Medical Care
15.3-4	Continuation of Pay (COP)
15.4	Procedures, Documentation Requirements, and Forms Distribution for Federal Workers' Compensation
15.4-1	Forms Distribution
15.5	State and Cooperators Workers' Compensation
15.6	Exhibits
Exhibit 01	Injury/Illness Type and Source Codes
Exhibit 02	Report of Traumatic Injury and Claim for Continuation of Pay/Compensation, CA-1

CHAPTER 10 – PERSONNEL

Contents – Continued

Exhibit 03	Notice of Occupational Disease and Claim for Compensation, CA-2
Exhibit 04	Sample Incident Injury Case File Envelope, OF-313
Exhibit 05	APMC Authorization and Medical Report, FS-6100-16
Exhibit 06	Sample APMC Treatment Log
Exhibit 07	Emergency Firefighter Time Report, OF-288, showing COP for Regular Government Employee
Exhibit 08	Emergency Firefighter Time Report, OF-288, showing COP for a Casual
Exhibit 09	Request for Examination and Treatment, CA-16
Exhibit 10	Sample Injury/Illness Log
16	TRAVEL
16.03	Policy
16.04	Responsibilities
16.1	Incident/Incident Agency Requirements
16.2	Foreign Travel

## INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

### CHAPTER 10 – PERSONNEL

This chapter provides information and procedures regarding management of human resources, including recruitment, pay, injury compensation, travel, and commissary. Specific and complete regulations are available from federal or state Human Resource offices.

11 – 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 Pay Plan for Emergency Workers as a casual; or 2) under a cooperative agreement; or 3) by a contract; or 4) as a regular government employee.

#### 11.04 – Responsibilities.

1. Recruiting agency is responsible for:
  - A. Ensuring the development of recruiting plans.
  - B. Providing training and certification.
  - C. Completing the hiring paperwork.
2. Hiring unit or official for casual hires is responsible for:
  - A. Completing the hiring paperwork.
  - B. Applying the provisions of the Pay Plan for Emergency Workers.
  - C. Ensuring that incident qualifications are current.

11.1 – 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:

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

Agencies may choose to utilize the Incident Behavior Form (PMS 935) found in Section 13.6 Exhibit 21.

Agreements for organized crews, who are hired as casuals, shall comply with the Pay Plan for Emergency Workers (See Section 13.6, Exhibit 01).

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 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.

11.2 – 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 Pay Plan for Emergency Workers when hiring casuals. Units are responsible for designating the appropriate agency hiring official, either by name or position.

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. A SSN can be obtained as long as the nonresident alien can

provide documentation supporting their identity and the reference IRS Publication, Withholding of Tax on Nonresident Aliens and Foreign Entities and Publication 519, U.S. Tax Guide for Aliens. The Immigration Reform and Control Act of 1986 (Simpson-Rodino Act) requires completion of an Employment Eligibility Verification, I-9 (8 CFR 274a2).

Hiring officials will complete the Single Resource Casual Hire Information Form (PMS 934) 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. (See Section 13.6 Exhibit 20.)

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/acquired equipment, advise the individual to contact the incident assignment supervisor upon arrival.

Agencies, incident management teams or incident support units should not establish Emergency Equipment Rental Agreements (EERA) or other federal contracts for personal computers, laptops, cellular phones, personal data assistants (PDA), cameras, or global positioning systems (GPS) as the incident unit should provide these items.

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. (See Section 13.3-2.)

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

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

Hiring Units are responsible to provide the Incident Behavior form 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) is required at the time of hire for each incident. (See Section 13.6 Exhibit 21.)

The Area Commander, Type 1 and Type 2 Incident Commander, Type 1 or Type 2 Deputy Incident Commander, Security Specialist Level 1 or Level 2, Fire Investigator, and Buying Team Leader are key positions and may only be filled by current agency employees.

For state or local government partners who cannot work on Federal incidents under their employment status or cooperative agreement due to policy or statute, the following positions will be allowed to be filled under the included conditions:

1. Area Commander: State or local government employees who meet qualifications as certified by their Geographic Area Coordinating Group
2. Type 1 and Type 2 Incident Commanders: State or local government employees who meet qualifications as certified by their Geographic Area Coordinating Group.
3. Fire Investigators: State or local government employees.

It is recommended that the following positions also be filled by current agency employees; Incident Business Advisor, Finance/Administration Section Chief, Procurement Unit Leader, Compensation/Claims Unit Leader, and Injury Compensation Specialist. If these or any other positions are filled through the use of the AD Pay Plan, the hiring official is responsible to ensure that the individual has maintained current qualifications and experience.

Casuals hired under the Pay Plan for Emergency Workers cannot supervise, hire, order or recommend payments that in any way affect a company or contractor that 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 work place, the casual is to immediately disclose their relationship with the company, or contractor, to their immediate supervisor, the Agency Administrator, Incident Business Advisor or Finance/Administration Section Chief for immediate action.

Persons hired as casual firefighters must meet the following requirements:

1. Be at least 18 years old.
2. Minimum physical fitness standards as established by agency policy.

3. Minimum training requirements for the position before assignment.
4. Agency security requirements.
5. Have proper clothing and footgear.
6. 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.

11.2-1 – Job Corps and Youth Conservation Corps (YCC) Enrollees. Job Corps and Youth Conservation Corps enrollees may be hired as casuals under the Pay Plan for Emergency Workers.

1. Enrollees age 16 and 17 may be assigned to nonhazardous or nonarduous duties only, e.g., camp support.
2. Enrollees age 18 and over may be assigned to all other incident duties at the appropriate Administrative Determined (AD) pay rate.

11.2-2 – 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.

11.2-3 – Hiring of Federal Retirees. Federal retirees may be hired as casuals under the Pay Plan for Emergency Workers. They must meet the same hiring requirements as any other casual.

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

11.2-4 – 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.

11.2-5 – Using Regular Government Employees From Other 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, and regularly scheduled days off. See agency specific directives or policy for guidance.

### 11.3 – Cooperators.

1. 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 that federal civilian employment and military pay statutes are not compatible. The most severe emergency does not justify hiring of 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.

2. 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 pay plan for Emergency Workers.

3. 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 that personnel are hired under the Pay Plan for Emergency Workers, time is recorded on an Emergency Firefighter Time Report, OF-288.

4. Federal Cooperators. It is permissible to utilize regular government employees from federal agencies on incidents under interagency agreements or letters of understanding, e.g., GSA, National Weather Service. Agencies are reimbursed as specified in the applicable interagency agreement.

5. Permittees. Timber sale contracts and agency permits provide for varying levels of fire suppression assistance. The Finance/Administration Section Chief (FSC) ensures time records and payments are in accordance with applicable contracts or permits.

Time reports for permittees should be marked "Permittee" and reference to the document in which special fire assistance conditions are contained.

Example: "Permittee - J.A. Jones, Timber Sale, 7/7/XX".

12 – PAY PROVISIONS. The following contains information concerning tours of duty, hours of work, and pay.

12.04 – Responsibilities.

1. Incident Management Team (IMT) is responsible to ensure all pay provisions and regulations are applied and adhered to during incident management operations.
2. Home Unit is responsible to apply agency-specific pay provisions and regulations to emergency incident pay documents.

12.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code.

12.1 – One-Day Assignments From 0001 to 2400 Hours. Usually no changes are made in an individual's regularly assigned tour of duty when the emergency incident assignment, including travel, is contained within one calendar day (0001 to 2400 hours). In unusual circumstances, the regularly assigned 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.

12.1-1 – Multiple-Day Assignments.

1. 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, Incident Business Advisors, and 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 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 compensation.

Record "Day Off" (to signify mandatory day off) in the on/off columns on the Crew Time Report, SF-261, and the start/stop columns on the Emergency Firefighter Time Report, OF-288. Leave the hour's column blank on the Emergency Firefighter Time Report, OF-288. Home unit timekeeper applies agency pay regulations to determine compensable hours for a day off.

Those individuals under a compressed 9-hour 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.

2. 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 individual resumes their normal daily tour of duty on the day following return from the incident.

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

3. Differentials for Regular Federal Employees.

A. Night Work on the Incident. A regular government 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 employees work nights, refer to normal shift requirements.

B. 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 employees are not entitled to retain night differential pay on the incident.

C. 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.

D. Regularly Scheduled Overtime. Both federal wage system (WG, WL, WS) and general schedule employees (GS), 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.

12.1-2 – Last Day of the Incident. For pay purposes, the last day of the incident is the last day of actual work or compensable travel connected with the incident.

1. Return During Individual's Weekly Tour of Duty. If the last day of the incident 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.

2. Return Outside Individual's Weekly Tour of Duty. If the last day of the incident 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 as defined in Section 12.3--7. Compensation will be under Title 5 USC or FLSA as appropriate.

3. Tour of Duty on the Last Day of the Incident. 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. (See Spot Change, Section 12.1-1--2.)

12.1-3 – Detail Assignments. Agencies may enter into agreements to provide personnel for extended periods of time to meet staffing needs. This may be done through an interagency agreement or through the use of the Preparedness/Detail request (See National Interagency Mobilization Guide, Chapter 20). 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 are under their normal tour of duty, unless this has been changed between agreement of the requesting unit and home unit. Personnel are not considered to be on an incident assignment and are not compensated for normal days off if not performing work.

12.2 – 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.

12.3 – 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.

When in non-duty status, an individual may be compensated for travel from home to the incident when that 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 government employees and casuals, except where noted.

1. 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 in Number 2 and Number 3 below.
2. 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 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 12.3--3, Meal Breaks. 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 Crew Time Report, SF 261, as a travel interruption. In addition, the 3 hour maximum limitation applies even when the one-way trip spans two calendar days. (50 Comptroller General Decision (CG) 519, 1/26/1971)

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

3. Meal Breaks. 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 Crew Time Report, SF-

261. Time spent eating while traveling in a plane, bus, or other vehicle is compensable.

4. 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.

5. Transportation from Official Duty Station to Individual's Residence. 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.

6. Per Diem Entitlements. When subsistence and lodging are provided at the incident, only incidental expenses are reimbursed. Refer to Section 13.6, Exhibit 01, Pay Plan for Emergency Workers, for casual per diem entitlements, and Section 16.1 for regular government employees.

7. 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 the Fair Labor Standards Act (FLSA), (5 CFR 550.112(g) and 5 CFR 551.422(a)). See 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 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 that day has not been met. Once travel to the home unit resumes, it is considered administratively controllable and those pay provisions apply. (See Section 16.1.)

12.4 – Ordered Standby. An employee is on duty and time spent on standby duty 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. The clock hours must be recorded on the Emergency Firefighter 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:

1. 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 FLRA No. 91, August 9, 1984; 52 Comp. Gen. 794; and Hyde v. United States, 209 Ct. Cl. 7456, 1976).
2. 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.
3. 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.

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 or Agency Administrators do not have the authority to guarantee more than base hours.

12.4(a) – 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: (1) 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 (2) 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)). Specific state pay guidelines for non-pay status shall apply for state employees.

12.5 – 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.

1. At the Incident Commander's (IC) discretion, regular government employees and casuals may be released during off-shift periods from the incident base or camp.
2. 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 Fair Labor Relations Authority (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)
3. 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 (See Section 12.4).
4. The same policy applies to mobilization and demobilization facilities.
5. 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 at the home unit are considered off-shift time and are noncompensable.
6. Casuals assigned to an incident are not entitled to compensation for days off at their point of hire. This is considered off-shift time and is noncompensable.

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

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

1. The fire is not controlled, and
2. 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
3. The compensable meal break is approved by the supervisor at the next level of the crew boss and it is documented on the Crew Time Report, 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 Crew Time Report, SF-261.

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

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

#### 12.7 – 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 personnel, including casuals (AD), contracted crews, and EERA resources.

To assist in mitigating fatigue, days off are allowed during and after assignments. If necessary to reduce fatigue, the Type 1/2 Incident Commander (IC) or Agency Administrator (AA) (incident host or home unit) may provide time off supplementary to mandatory days off requirements. For Type 3-5 incidents, paid days off should be rare exceptions. However, if necessary, the Agency Administrator (incident host or home unit) may authorize day(s) off with pay.

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).

12.7-1 – 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.

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

The Incident Commander or Agency Administrator must justify work shifts that exceed 16 hours and those that do not meet 2:1 work to rest ratio. Justification will be documented in the daily incident records. Documentation shall include mitigation measures used to reduce fatigue. The Excess Hours Log found in Appendix B – Tool Kit is an acceptable method of documentation.

12.7-1a – Incident Operations Driving.

These standards address driving by personnel actively engaged in wildland fire or all hazard 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.

1. 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.
2. No driver will drive more than 10 hours (behind the wheel) within any duty-day.

3. 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.
4. A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift.  
Exception: Exception to the minimum off-duty hour requirement is allowed when **essential** to:
  - a) accomplish **immediate** and **critical** suppression objectives, or
  - b) address **immediate** and **critical** firefighter or public safety issues.
5. 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.

The Time Officer's/Unit Leader's approval of the Emergency Firefighter Time Report (OF-288), or other agency pay document, certifies that the required documentation is on file and no further documentation is required for pay purposes.

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

#### 12.7-2 - Length of Assignment.

##### 1. 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.

##### 2. Length of Assignment

Standard assignment length is 14 days, exclusive of travel from and to 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 incident management teams.

### 3. Days Off

After completion of a 14 day assignment and return to the home unit, two 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. (See Section 12.1-2) (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 (AD) are not entitled to paid day(s) off upon release from the incident or at 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 Agency Administrators may authorize additional day(s) off with compensation to further mitigate fatigue. If authorized, home unit program funds will be used.

All length of assignment rules apply to aviation resources, including aircraft pilots, notwithstanding the FAA and Agency day off regulations. (Refer to contracts for guidelines applicable to contracted pilots and aircraft.)

### 4. 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,
- a military battalion is assigned, or
- replacement resources are unavailable, or have not yet arrived.

Upon completion of the standard 14 day assignment, an extension of up to an additional 14 days may be allowed (for a total of up to 30 days, inclusive of mandatory days off, and exclusive of travel). Regardless of extension duration, two mandatory days off will be provided prior to the 22<sup>nd</sup> 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.

Contracts and Emergency Equipment Rental Agreements (EERA) should be reviewed for appropriate pay requirements and length of assignment. If the contract or EERA do not address, the incident Finance/Administration Section Chief or the procurement official should be consulted as to whether compensation for a day off is appropriate.

Single Resource/Kind Extensions:

The Section Chief or Incident Commander 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 Incident Commander approves the extension. If a convened geographic or national multi-agency coordinating group (GMAC/NMAC) directs, the Incident Commander approves only after GMAC/NMAC concurrence.

If the potential exists for reassignment to another incident during the extension, the home unit supervisor and affected resource will be advised and must concur prior to reassignment.

Incident Management Team Extensions:

Incident management team extensions are to be negotiated between the incident Agency Administrator, the Incident Commander, and the GMAC/NMAC (if directed).

A sample Assignment Extension form can be found in Appendix B – Tool Kit. A copy of the documentation should be attached to timesheets.

Upon release from the assignment, regardless of extension duration, two mandatory days off will be provided immediately following the return to the home unit and are chargeable to the incident. (See above for compensation and days off guidelines.)

### 12.7-3 – 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 non-compensable when they occur on the employee's scheduled day(s) off. Management directed day(s) off on an employee's 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 timekeeper records 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).

### 12.8 – Other Pay Provisions.

1. Supervisory Personnel. Time spent in planning and technical sessions, arranging for tools and transportation, refurbishing equipment and performing supervisory duties such as posting crew time reports, giving assignments, etc., is compensable as work time.
2. 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 rates.

3. 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, 1/10/89). (See Section 12.11 for explanation of nonexempt.)

Adequate food is defined as: meals ready to eat (MRE's), 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 for anybody to grant compensation for these conditions to exempt employees. Exempt employees can only be compensated for on-shift time.

IC's are responsible for determining when an inadequate food or lodging situation exists. This must be documented on the Crew Time Report, 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.

4. Callback Provisions. The 2-hour call back provision in law does not apply when assigned to an incident.

5. 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.

See Section 15 for direction on compensation for injury/illness.

6. Medical Treatment. When a regular government employee or casual is provided medical treatment by the incident, pay entitlement will not



exceed actual hours worked or guarantee (eight hours per day for Casuals) whichever is greater for that calendar day. (5 CFR 551.425.) Time spent traveling to or from a medical facility and/or time spent receiving medical attention is considered compensable time only if it falls within the employee's regular guaranteed work hours. Overtime cannot be earned. Refer to Section 15.3-4 for continuation of pay (COP) guidelines.

7. Biweekly Earning Limitation. The biweekly earning limitation on premium pay contained in 5 CFR 550.105 is waived for Department of the Interior and Department of Agriculture general schedule employees working in connection with wildland fire activities (Public Law 107-107, Section 1114). This authority does not apply to all hazard responses. See Chapter 90 for specific information.

8. 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 the maximum step of a GS-15 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.

12.9 – Hazard Pay for General Schedule Employees. Office of Personnel Management (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 Agency Administrators should not unduly expose any person to hazardous situations and will document, in writing, the incident records if personnel are unduly exposed to hazardous situations. (5 CFR 550.901 through 550.907.)

Incident agencies and incident management teams (IMTs) do not have the authority to approve hazard pay for conditions that do not meet the parameters stated in the Code of Federal Regulations (5 CFR 550.901 through 550.907 and Appendix A).

12.9-1 - Definitions.

1. Fireline. For purposes of pay administration for hazardous duty, 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.
2. Control of Fire. The IC or Agency Administrator will determine when the fire is controlled. Fire may be controlled even if confinement strategy is being applied.
3. 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.

12.9-2 – 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 hazards shown:

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

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

12.9-3 – 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 in 1-

4 below, is met. Incident supervisors must manage for the appropriate application of the authority

1. Firefighting. Participating as a member of a firefighting crew in fighting forest and range fires on the fireline before the fire is controlled. No personnel assigned to firefighting duties are 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. See Hazard/Environmental Pay Matrix in Appendix B – Tool Kit.

2. Flying. Individuals, except pilots, who are participating in limited control flights.
3. Groundwork Beneath Hovering Helicopter. Participating in ground operations to attach an external load to a helicopter hovering just overhead.
4. 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.

In regards to the category of flying, hazard pay 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 and when there are no adverse conditions that threaten or severely limit the aircraft.

Burned Area Emergency Response (assessment or implementation) does not meet the definition of firefighting for hazard pay eligibility; however, hazard pay under 2, 3, or 4 from above may apply.

Prescribed fire does not meet fireline hazard definition for hazard pay; however, hazard pay under 2, 3, or 4 above may apply.

12.9-4 – Regulations Governing Payment of Hazard Differential for General Schedule Employees.

1. 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.

A. The automatic cut off time is 2400 hours. An individual working through 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.

B. 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.

2. Hazard pay shall be computed on the basis of 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.

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

4. 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 period, e.g., firefighting, rough terrain, hover hookup, on a Crew Time Report, SF-261. The Emergency Firefighter Time Report, OF-288, should show an "H" for the on-shift.

12.10 – 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. (See Section 12.9-1 for definitions of hazardous work situations.)

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 the Office of Personnel Management (5 CFR 532.511 and Appendix A):

1. 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.
2. Flying. Individuals, except pilots, who are participating in limited control flights.
3. 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.
4. Exposure to hazardous weather or terrain. Working on cliffs, narrow ledges, or steep 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.
5. Groundwork Beneath Hovering Helicopter. Participating in operation to attach or detach external load to a helicopter hovering just overhead.

In regards to the category of flying, environmental differential 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 and when there are no adverse conditions that threaten or severely limit the aircraft.

12.10-1 – 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 second step for WG-10. 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.)

1. Compensation Based on All Hours in Pay Status.

<u>Differential</u>	<u>Category</u>
25 Percent	Fighting wildfires or range on the fireline.

2. Compensation Based on Actual Exposure.

<u>Differential</u>	<u>Category</u>
100 Percent	Participating in low level flights in small aircraft, including helicopters.
4 Percent	Performing work, which subjects the individual to soil his/her clothing:

A. Beyond that normally to be expected in the duties of the classification.

B. 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).

15 Percent	Participating in operations to attach (See 12.9-3--3) external load to or from helicopter hovering just overhead.
------------	---

Regulations Governing Payment of Environmental Differential.

1. 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. (See Section 12.9-4 for explanation of all hours.)

2. 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.

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

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

4. Two-Day Exposure. The automatic cut off time is 2400 hours for an environmental differential. A federal wage system employee working through 2400 hours into the next day earns entitlement to environmental differential for 2 days only if exposed to the hazard before and after 2400 hours.

5. Base Pay. Environmental differential is included as part of a federal wage system employee's basic rate of pay and is used to compute premium pay for overtime and holiday work.
6. Recording. When recording environmental differential for actual exposure, show the actual hours of exposure and the category on a Crew Time Report, SF-261.

The Emergency Firefighter Time Report, OF-288, should show the percentage and the appropriate category in the remarks block and an "E" for actual hours of exposure.

12.11 – Public Law 106-558 and Public Law 107-20. 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 basic pay when engaged in emergency wildland fire suppression activities. The annual earnings limitation still exists. This overtime provision applies only under the following circumstances:

1. Those assigned to emergency wildland fire activities (including wildland fire use) whose overtime work is exempt from coverage under the FLSA.
2. 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 ESR plan is submitted for approval.
3. 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.
4. In order to qualify for the pay provision, an employee's overtime work must be charged to a wildland fire, ESR, 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 FEMA incidents or other all hazard assignments.

12.11a – 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 551.208(d)).

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 basic 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 individual performs more than 20 percent nonexempt work (5 CFR 551.208). Nonexempt employees retain their nonexempt status regardless of the emergency work performed or the incident position to which assigned.

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

1. Positions on Type 1 and Type 2 incidents are identified as exempt or nonexempt as follows:

**EXEMPT**

General Staff

Agency Representative  
Information Officer  
Safety Officer

Incident Commander  
Liaison Officer

Operations Function

Air Attack Group Supervisor

Air Support Group Supervisor

Air Tanker Coordinator	Crew Representative
Division/Group Supervisor	Dozer Boss (Crew Boss)
Engine Boss (Crew Boss)	Felling Boss (Crew Boss)
Firing Boss (Crew Boss)	Fixed Wing Base
Manager	
Hand Crew Boss	Helibase Manager
Helicopter Coordinator	Helicopter Manager (Crew Boss)
Operations Branch Director	Operations Section Chief
Staging Area Manager	Task Force/Strike Team Leader

#### Finance Function

Commissary Manager	Compensation/Claims Unit Leader
Cost Unit Leader	Finance/Administration Section
Procurement Unit Leader	Chief
Time Unit Leader	

#### Planning Function

Demobilization Unit Leader	Fire Behavior Analyst
Human Resource Specialist	Incident Meteorologist
Infrared Interpreter	Interagency Resource Rep
Planning Section Chief	Resource Unit Leader
Situation Unit Leader	Training Specialist

#### Logistics Function

Communication Unit Leader	Equipment Manager
Facilities Unit Leader	Food Unit Leader
Ground Support Unit Leader	Incident Head Dispatcher
Logistics Section Chief	Medical Unit Leader
Ordering Manager	Receiving/Distribution Manager
Security Manager	Service Branch Director
Supply Unit Leader	Support Branch Director

#### Support Functions

Administrative Payment Team(APT) Leader	BAER Team Leader & Members
Cost Team Leader & Members	Buying Team Leader
Expanded Dispatch Coordinator	Emergency Support Function 4 (ESF4) Primary Leader
Incident Business Advisor	Prevention Team Leader & Members
Supervisory Dispatcher	

## **NONEXEMPT**

### Operations Function

Aircraft Base Radio Operator	Aircraft Timekeeper
Deck Coordinator	Dozer/Tractor Plow Operator
Firefighter	Helispot Manager
Loadmaster	Mix Master
Parking Tender	Squad Boss
Take Off/Landing Controller	

### Planning Function

Demobilization Recorder	Documentation Recorder
Documentation Unit Leader	Field Observer
Status/Check-in Recorder	Weather Observer

### Logistics Function

Communication Technician	Cook
Cook's Helper	Dispatcher
Driver/Operator	Facilities Maintenance Specialist
Mechanic	Messenger
Recorder	Security Personnel
Tool and Equipment Helper	Tool and Equipment Specialist

### Finance Function

Claims Specialist	Compensation for Injury Specialist
Equipment Time Recorder	Personnel Time Recorder

### Support Function

APT Member	Buying Team Member
Computer Technical Specialist	Contracting Officer Representative
Cost Team Member	Dispatch Recorder
Display Processor	EMT – Basic
EMT – Intermediate	EMT – Paramedic
FEMA ESF4 Administrative Support	FEMA ESF4 Structure Support
FEMA ESF4 Wildland Support	Probe-eye Operator
Support Dispatcher	

2. 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.
3. 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 home unit human resource management office upon submission of a claim by the individual.
4. All positions on Type 4 incidents are considered nonexempt during initial attack.
5. 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. Some examples are resource advisor, archeologist, hydrologist, or mechanic. The individual's normal FLSA determination is used to compute pay.

### 13 – PERSONNEL TIMEKEEPING/RECORDING.

13.02 – Objective. The primary objective is to keep time records for individuals under a system of control. Emergency Firefighter Time Reports, OF-288's, 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 Emergency Firefighter Time Report, OF-288, they should contact the incident agency for clarification.

#### 13.04 – Responsibilities.

1. Finance/Administration Section Chief is responsible for:
  - A. Supervising the Time Unit Leader and ensuring all timekeeping and time recording requirements are implemented and met.
  - B. Advising section chiefs and IC when time submitted is not in compliance with policy.

2. Time Unit Leader is responsible for:
  - A. Ensuring daily completion of personnel time recording documents.
  - B. Reviewing submitted documents for compliance with policy.
  - C. Advising supervisors and Finance/Administration Section Chief when time submitted is not in compliance with established policy.
3. Personnel Time Recorders are responsible for:
  - A. Reviewing time as submitted on the Crew Time Report, SF-261 and notifying the Time Unit Leader of any discrepancies.
  - B. Recording time to the Emergency Firefighter Time Report, OF-288.
4. Incident Supervisors are responsible for documenting on-shift time, hazard pay/environmental differential, compensable meal breaks, etc., on the Crew Time Reports, SF-261, in accordance with policy and regulations.
5. Incident Personnel (regular government employees and casuals) are responsible for:
  - A. Accurately reporting time to their incident supervisor.
  - B. Reviewing time records prior to demobilization.
  - C. Submitting time records to their home unit per agency direction.
6. Home Unit Timekeeper is responsible for applying agency pay regulations to determine pay entitlements including overtime, pay differentials, compensable travel time and compensable hours for a day off.

13.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code.

1. Timekeeping. Tracking on-shift time.
2. Time Recording. Recording all time presented by others.

13.1 – Timekeeping/Recording Procedures. Two forms are provided for recording time worked on an incident. The Crew Time Report (CTR), SF-261 (See Section 13.6, Exhibits 04, 05, and 06), is the initial timekeeping document. Time from the CTR is transferred by the Personnel Time Recorder to the Emergency Firefighter Time Report, OF-288 (See Section 13.6, Exhibits 07, 08, 09, 10, 12, 13, 14, and 15).

The OF-288 is the official time reporting document that is certified as accurate by the Finance/Administration Section Chief or Time Unit Leader.

On an incident of limited duration on the home unit that involves only home unit personnel, the Agency Administrator may elect to record emergency incident time directly on the usual time reporting document.

Military time shall be used on all records pertaining to timekeeping and time recording (See Section 13.6, Exhibit 02).

1. 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 or number.
2. Time Recording Control. The Time Unit Leader establishes time recording procedures include control to ensure on-shift time for each regular government employee and casual is recorded for each day assigned. The Time Unit Leader will develop a system to identify resources assigned. This may include reviewing the Incident Action Plan or referring to the Resource Status Cards in the Planning Section.
3. The Time Unit Leader ensures documentation of excess hours, work/rest (See Section 12.7-1) and other record keeping requested by the Finance/Administration Section Chief. This may be accomplished through the use of logs, recording on a calendar, recording on the incident action plans, or other documentation methods. (See Appendix B – Tool Kit for examples.)

13.2 – Crew Time Report, SF-261. The incident supervisor certifies time worked by signing the CTR. The CTR is the document on which time for all crews and overhead is initially recorded. The IC's time report is signed by the Agency Administrator or FSC. Detailed instructions and samples for the CTR are shown in Section 13.6, Exhibits 04-06. Individuals may not sign their own CTR.

Incident supervisors should be aware of the pay status of their subordinates, e.g., WG, GS, casual, cooperator as this affects recording requirements.

Incident supervisors will prepare CTRs for each operational period which contain the following information:

1. On-Shift Time. (See Zero Code, Section 05-35 and Chapter 10, Section 12.2).
2. Travel Time. Incident supervisors are responsible for recording travel time for personnel under their supervisory authority. The travel time shall be recorded on the CTR as follows:
  - A. Travel to an Incident. Report travel time to an emergency incident on a CTR and include:
    1. Time of departure from point where travel began, e.g., official duty station, staging area, residence if outside daily tour of duty.
    2. Delays or layovers of over three hours at transfer points.
    3. Meal breaks.
    4. Time of arrival at incident.

Waiting time of more than three hours is noncompensable and should be noted in Block 11 of the CTR (See Section 12.3). Record all travel time using the time zone of departure.

B. Travel Time for Casuals. The crew representative or other responsible supervisory person records the time of casuals traveling from the point of hire to the incident and return to the point of hire.

3. Hazard/Environmental Differential.

A. GS Employees. The supervisor indicates hazardous duty by placing an "H" in the Remarks Column (6) and notes the hazard category in Block 11 of the CTR. It is not necessary to show clock hours of the hazardous duty. (See Section 12.9.)

B. WS/WL/WG Employees. The supervisor indicates an "E" and the percentage of entitlement in the CTR Remarks Column (6) and note the hazard category in Block 11 of the CTR. The supervisor must record clock hours when the differential is based on actual exposure. (See Section 12.10.)

4. Remarks. Supervisors are responsible to indicate changes in crew composition or incident position in the CTR Remarks Column. This includes:

A. Discharged or Quit. Note reason.

B. Transfer. If individuals are transferred to other crews, note losing and gaining crew name and number.

C. Position Change. Note effective date, time, new position title, and reason for change in the Remarks Section. This information is used to determine FLSA status and changes in AD pay rate.

D. Compensable meal breaks. (See Section 12.6 for criteria to be met.)

E. Day Off.

F. Special Pay Provisions (Section 12.8).

5. The original CTR is submitted to the Time Unit Leader after all entries have been made and the CTR has been signed by the appropriate approving official.

13.2-1 – Timekeeping Methods. It is essential that employees and supervisors accurately and clearly report time on the CTR in order to facilitate recording of time 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:

1. 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. (See Section 13.6, Exhibit 06.)
2. When individuals have different on-shift times, make an entry for each individual. (See Section 13.6, Exhibit 05.)

### 13.3 – Emergency Firefighter Time Report, OF-288.

13.3-1 – Emergency Firefighter Time Report, OF-288, for Regular Government Employees. Detailed instructions for completing the OF-288 for regular government employees are found in Section 13.6, Exhibit 07, and correspond with sample OF-288 in Exhibit 08.

OF-288s are prepared for all regular government employees 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.

1. Travel to an Incident. Travel time is reported on a CTR (See Section 13.2) and recorded on the OF-288 with a “T” entered on the right hand side of the hours column.
2. Return Travel. Travel time from an incident to the individual's official duty station must show:
  - A. Time of departure from the incident base.
  - B. Non-compensable meal breaks.
  - C. Delays of over three hours.
  - D. Time and date of arrival at official duty station.
  - E. 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 hour's column. The individual completes return travel time and obtains home unit supervisor approval.

3. Recording Hazard or Environmental Differential.

A. When general schedule employees perform hazardous duty during any part of the calendar day, an "H" is entered on the right side of the hour's column. (See Section 13.6, Ex. 08.)

B. 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 Section, Block 23. Refer to Section 12.9.

4. Position Change. Copy from the CTR the effective date, time, new job title, and reason for change in the Remarks Section and begin a new column on the OF-288 to indicate the new position title. This information is used to determine FLSA status.

5. 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 are applied to meet the employee's base tour of duty.

6. 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. (See Sections 12.1-1 & 12.7-4.)

13.3-2 – Emergency Firefighter Time Report, OF-288, for Casuals. Casuals are hired and compensated in accordance with the Pay Plan for Emergency Workers (See Section 13.6, Exhibit 01). The Pay Plan for Emergency Workers includes pay rates, required situations for hire, conditions of hire, and position classifications.

1. Actions at Time of Hire for Single Resource Casual. The hiring unit prepares:

- A. The OF-288, to include position code and AD classification
- B. The Employment Eligibility Verification, I-9
- C. Single Resource Casual Hire Information Form (PMS 934)
- D. The Incident Behavior Form (PMS 935)

These forms are prepared at the time of hire and the casual is provided the opportunity to complete federal (Employees Withholding Allowance Certificate, W-4, Earned Income Credit Advance Payment Certificate, W-5) and state income tax withholding forms. Detailed instructions for completing the OF-288 for casuals are found in Section 13.6, Exhibits 09 and 10. The hiring unit retains the Employment Eligibility Verification, the Incident Behavior Form and a copy of the Single Resource Casual Hire Information Form.

The hiring official informs the casual of the position, the conditions of hire (See Section 13.6, Exhibit 11), incident behavior expectations and responsibilities, pay rate, clothing requirements, and any other pertinent information, and reviews the section on Conditions of Hire for the Pay Plan for Emergency Workers. The hiring official advises casuals that they are not entitled to earn leave or receive life and health benefits. The hiring unit provides the casual with the Conditions of Hire page (last page of the OF-288), a copy of the completed Incident Behavior Form and a copy of the Single Resource Casual Hire Information Form. The hiring unit attaches original Single Resource Casual Hire Information Form to the OF-288, and instructs the casual to hand-carry to the incident Time Unit.

Situations may require that casuals be hired at the incident and in this situation the Employment Verification Form (I-9), Single Resource Casual Hire Form (PMS 934) and Incident Behavior Form (PMS 935) are attached to the OF-288. Sample forms are shown in Section 13.6, Exhibits 12, 14 and 15.

Federal (W-4, W-5) 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 with incident agency submission of these forms prior to the release of the resource.

2. Actions at Time of Hire for Casual Crews. The home unit prepares:

- A. The OF-288, to include position code and AD classification
- B. The Employment Eligibility Verification, I-9

These forms are prepared at the time of hire, and the casuals are provided the opportunity to complete federal, (Employees Withholding Allowance Certificate, W-4, Earned Income Credit Advance Payment Certificate, W-5) and state income tax withholding forms. Detailed instructions for completing the OF-288 for casuals are found in Section 13.6, Exhibits 09 and 10. The hiring unit retains the Employment Eligibility Verification. The hiring unit or crew representative informs the casuals of incident behavior expectations and responsibilities. Sponsored casual crew incident behavior responsibilities may be found in the crew agreement. If none are listed, utilize the Incident Behavior Form (PMS-935) found in Section 13.6 Exhibit 15.

The crew representative will hand-carry the OF-288s to the incident Time Unit.

3. Actions of Time Unit. The Time Unit collects and examines time reports for completeness and legibility. The Personnel Time Recorder records time from the CTR to the OF-288. (See Section 13.6, Exhibits 09, 10, 12, and 13 for completing forms.)
4. Pay Rate Changes. Pay rate/position changes are recorded on the CTR by the incident supervisor. The Personnel Time Recorder 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.
5. Guaranteed Hours. The Time Unit enters the hours as recorded on the CTR. Any additional hours necessary to meet the eight-hour guarantee are listed on a separate line of the OF-288 by the Personnel Time Recorder. Note after the date "Guaranteed Hours" and post the necessary additional hours to the Hours column.
6. Day Off at Incident. The Time Unit records an on-incident "day off" with 8 (guarantee hours) in the Hours column. Clock hours are not necessary. (See Section 12.7-2.)

13.4 – Closing Out Emergency Firefighter Time Reports. The Time Unit Leader reviews the time reports, ensures all on-shift time and commissary issues have been posted, and signs Block 26. All casuals and regular government employees must sign Block 25 of the OF-288.

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. (See 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 to take to their home unit. The Time Unit initiates a new OF-288, starts the travel time and gives it to the departing individual or crew to take to the new incident.

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 per incident change is not required. The OF-288 is closed out only when the crew is demobilized from the complex.

Initial attack crews 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 always 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 records. (See Chapter 40, Section 45, Exhibit 01 for Time Unit Incident Finance Package guidelines.)

1. Regular Government Employees. The Time Unit gives the original and employee copy of the completed and signed OF-288 to the individual to take back to their home unit.

If the end of a pay period occurs during an incident, information may be transmitted via facsimile machines (fax) to the individual's home unit if:

- A. Incident Time Unit staffing is sufficient to provide this service.
- B. Home unit fax numbers are recorded on the OF-288.
- C. Fax machines are readily accessible.

The Time Unit Leader may facilitate the copying and faxing of timesheets through the incident agency.

If the OF-288 has not been received by the payroll reporting date, the individual's home unit timekeeper records base hours, plus any premium

pay earned before the incident assignment, and makes corrections or supplements when the incident time is received.

2. Casuals. The Time Unit processes the original OF-288 per hiring agency policy. The Time Unit gives the employee copy of the OF-288 to the responsible person, e.g., crew representative or single resource, to be delivered to the appropriate office in accordance with hiring agency procedures. Return travel is posted on a CTR by an authorized supervisor and transferred to the OF-288 by the approving officer. If casual pay is to be transmitted electronically from the incident, travel time may be estimated and posted directly to the OF-288. A completed copy is given to each casual.

A. Persons Who May Be Responsible for Suppression Costs. OF-288's should be prepared for persons responsible for fire suppression actions (permittees), including those who are suspected of having caused the fire. These OF-288s should be marked "Hold Payment Pending Approval".

This procedure shall apply to individuals or a company or corporation who may be liable, but shall not apply to personnel of the individual company or corporation who are personally hired on an OF-288.

B. Job Corps and YCC Enrollees. OF-288s are prepared and maintained for all Job Corps and YCC enrollees. The OF-288s are marked "Job Corps Enrollee" or "YCC Enrollee" in bold letters. Show the name of the corps member and the name of the Work Center or office to which they are assigned. 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.

C. 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. Blocks 7, 8, and 9 on the OF-288 must be completed. (See Section 13.6, Exhibit 09 and 10.)

### 13.5 – Common Timekeeping Issues.

1. 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 persons must be hired as casuals and report time through an incident supervisor to the Time Unit.
2. 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.
3. Casual Payments. The Time Unit Leader coordinates delivery of payment documents to the incident agency if payment will be processed through other than normal agency procedures, e.g., Administrative Payment Team.
4. 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.

### 13.6 – Exhibits

The Exhibits Section includes test forms that are available for use. The test forms have been submitted for approval as official forms through GSA.

13.6 – Exhibit 02

MILITARY TIME CONVERSION

<u>REGULAR TIME</u>	<u>MILITARY TIME</u>
12 midnight	2400 or 0000
1 a.m.	0100
2 a.m.	0200
3 a.m.	0300
4 a.m.	0400
5 a.m.	0500
6 a.m.	0600
7 a.m.	0700
8 a.m.	0800
9 a.m.	0900
10 a.m.	1000
11 a.m.	1100
12 p.m.	1200
1 p.m.	1300
2 p.m.	1400
3 p.m.	1500
4 p.m.	1600
5 p.m.	1700
6 p.m.	1800
7 p.m.	1900
8 p.m.	2000
9 p.m.	2100
10 p.m.	2200
11 p.m.	2300



13.6 – Exhibit 03

STATE ALPHA CODES

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

13.6 – Exhibit 04

CREW TIME REPORT, SF-261

Method 1

(1) Crew Name <b>Blackwell R.D. Engine</b>				(2) Crew Number <b>E-5</b>		
(3) Office Responsible for Fire <b>Vale District BLM</b>		(4) Fire Name <b>Sun Creek</b>		(5) Fire Number <b>OR-VAD-000092</b>		
(6)	(7)	(8)	(9)		(10)	
Re-Marks No	Name of Employee	Classifica- tion	Date <b>8/8/XX</b>		Date	
			Military Time		Military Time	
			On	Off	On	Off
<b>H</b>	<b>S. Burns</b>	<b>GS</b>	<b>0600</b>	<b>1900</b>		
<b>H</b>	<b>A. Brown</b>	<b>GS</b>	<b>0630</b>	<b>1900</b>		
<b>1</b>	<b>R. Wyatt</b>	<b>WG</b>	<b>0700</b>	<b>0930</b>	<b>T</b>	
<b>E</b>			<b>1000</b>	<b>1900</b>		
(11) Remarks						
<b>H - Hazard for uncontrolled fireline duty</b>						
<b>Unable to take meal break due to blow up on Division D.</b>						
<b>1 - Wyatt traveled to incident to replace</b>						
<b>F. Johnson who was injured on 8/6.</b>						
<b>E - Env. Diff 25% for uncontrolled fireline</b>						
<b>Duty; unable to take meal break</b>						
(12) Officer-in-Charge (Signature) <i>Chris Port</i>				(13) Title (Officer-in-Charge) <i>Div. Supv.</i>		
(14) Name (Person posting to Emergency Time Report) <i>Michael Bell</i>					(15) Date <b>8/8/XX</b>	

13.6 – Exhibit 05

CREW TIME REPORT, SF-261

Method 2

(1) Crew Name <b>SRV # 2</b>				(2) Crew Number <b>C-6</b>		
(3) Office Responsible for Fire <b>Payette NF</b>		(4) Fire Name <b>River Road</b>		(5) Fire Number <b>ID-PAF-000030</b>		
(6)	(7)	(8)	(9)		(10)	
Re- Mar ks No	Name of Employee	Classifica- tion	Date <b>8/8/XX</b>		Date <b>8/9/XX</b>	
			Military Time		Military Time	
			On	Off	On	Off
	<b>H. Castille</b>	<b>AD-F</b>	<b>2000</b>	<b>2400</b>	<b>0001</b>	<b>0800</b>
	<b>V. Reyes</b>	<b>AD-D</b>				
	<b>S. Hernandez</b>	↓				
<b>2</b>	<b>J. Tracheta</b>	↓				
	<b>A. Charez</b>	<b>AD-C</b>				
	<b>F. Smith</b>	↓				
	<b>J. Cadero</b>	↓				
	<b>J. Cavez Jr.</b>	↓				↓
<b>1</b>	<b>R. Fernandez</b>	↓				<b>0600</b>
	<b>H. Valdez</b>	↓				<b>0800</b>
	<b>G. Gusman</b>	↓				<b>0800</b>
<b>3</b>	<b>Jose Valdez</b>	↓	↓	↓	↓	<b>0130</b>
(11) Remarks						
<b>1 - Fernandez quit. No return travel or transportation authorized</b>						
<b>2 - Tracheta to transfer to SRV # 4 at end of shift.</b>						
<b>3 - J. Valdez injured and transported to hospital; arrived 0130</b>						
<b>Admitted.</b>						
<b>Unable to take meal break due to assisting burnout operation.</b>						
(12) Officer-in-Charge (Signature) <b>Joey LaRoecoa</b>				(13) Title (Officer-in-Charge) <b>Div. Supv.</b>		
(14) Name (Person posting to Emergency Time Report) <b>Laurie Walters</b>					(15) Date <b>8/11/XX</b>	

13.6 – Exhibit 06

INSTRUCTIONS FOR COMPLETION OF CREW TIME REPORT, SF-261

Time shall initially be recorded on Crew Time Report, SF-261, see Exhibits 04 or 05, and transferred to the Emergency Firefighter Time Report, OF-288. An exception to this procedure could be where casuals are hired for one operational period and their on-shift time is recorded directly onto an OF-288. In this instance, the supervisor must sign the OF-288.

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

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, not "P" number, e.g., MT-LNF-000016.
6. Remarks No. Enter number that corresponds to Remarks in Section 11.
7. Name of Employee. Self-explanatory.
8. Classification. Enter appropriate pay classification (AD-A through AD-M, GS, WG, etc.).
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 two days, use column 10 as instructed in Number 9 above.

13.6 – Exhibit 06 – Continued

INSTRUCTIONS FOR COMPLETION OF CREW TIME REPORT, SF-261

11. Remarks. Enter any pertinent information such as injury, discharge, transfer, position change, reason for hazard/environmental differential, compensable meal break, etc. Include Remarks No. from Item 6.
12. Officer-in-Charge. Signature of incident supervisor.
13. Title. Officer-in-Charge. Self-explanatory (ICS position).
14. Name. Signature of person recording time on the Emergency Firefighter Time Report, OF-288.
15. Date. Date time recorded on OF-288.



13.6 – Exhibit 08

INSTRUCTIONS FOR COMPLETION OF EMERGENCY FIREFIGHTER  
TIME REPORT, OF-288,  
FOR REGULAR GOVERNMENT EMPLOYEES

Sending home units shall initiate at least one set of OF-288s for crews and individuals before they leave the home unit.

1. Emergency Time Report Number. Preprinted number. Used for commissary. Do not delete or cross out this number.
2. Social Security Number. Leave blank.
3. Initial Employment. Leave blank.
4. Type of Employee. Check block for "Regular Gov't Employee".
- 5-9. Leave blank.
10. Name. Enter regular government employee's name. Do not use nicknames.
- 11-14. Street Address. Enter the employee's home unit name and mailing address, e.g., Forest, District, BLM, or state office.
- 15-19. Accident Notification. Enter name, address, and telephone number of person to be notified in case of an accident.
20. Fire Location Identification.
  - Column A, 1. Fire Name. Enter incident name.
  - Column A, 2. Fire No. Enter incident order number, e.g., MT-LNF-000016 or ID-BOD-000042. Do not use "P" number.
  - Column A, 3. Unit Code. (Organization code) Leave blank.
  - Column A, 4. Fire Location. Enter incident agency's three-letter unit identifier for the specific location of the work assignment.

13.6 – Exhibit 08 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY FIREFIGHTER  
TIME REPORT, OF-288,  
FOR REGULAR GOVERNMENT EMPLOYEES

Column A, 5.            State Code. Enter alphabetical code for state in which the employee was on-shift. Use state alpha codes shown in Section 13.6, Exhibit 03.

Column A, 6.            Firefighter Classification. Enter the NWCG approved position code found in Appendix A – Acronyms & Position Codes if applicable, e.g., PTRC, FFT2, CREP. If the position code is THSP, specify instead the incident job title of the position to which the individual is assigned, e.g., Camp Crew Boss, Voucher Examiner. Each time an individual changes a job, close out that column, start a new column for the new job, and enter the new position code or job title if necessary.

Column A, 7.            Rate. Enter "GS" for general schedule employees or "WG", "WL", or "WS" for federal wage system employees.

Column A, 8a.           Year. Enter the calendar year.

Column A, 8b-8c.       Month/Day. Enter month and day on-shift. (Example: February 1 is 2/1). Enter dates 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 enter reason for breaks in dates. (See Section 15.1-4(3A) and Section 15.5, Exhibit 07).

Column A, 8d-8e.       Start/Stop. Enter military clock time for each period of on-shift time.



13.6 – Exhibit 08 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY FIREFIGHTER  
TIME REPORT, OF-288,  
FOR REGULAR GOVERNMENT EMPLOYEES

Column A, 8f.            Hours. Enter hours in single digits for whole hours, e.g., 1.00 for one hour, decimals for half and quarter hours, e.g., 0.50 for a half hour and 0.25 for a quarter hour. Show the net difference between d. and e. When applicable, enter "T" for travel status; "H" for hazardous duty; or "E" for environmental differential (See Sections 12.9 and 12.10).

Compensable travel time to and from the 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 eight hours, the Personnel Time Recorder shall enter a separate line on the OF-288, noting "Guarantee" in the Start/Stop column and leaves the Hours column blank. Clock time for guaranteed hours should not be shown. Guaranteed hours do not apply to the first and last day of assignment if these days fall on the individual's regularly scheduled day off.

Day(s) Off. No specific clock hours are to be entered. "Day Off" is entered after the date, with the Hours column left blank. If an employee is sick on the incident, record "Day Off" with the Hours column left blank and a notation in the remarks section for sick leave.

Column A, 9.            Total Hours. Add column and enter total hours.

13.6 – Exhibit 08 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY FIREFIGHTER  
TIME REPORT, OF-288,  
FOR REGULAR GOVERNMENT EMPLOYEES

- Column A, 10.      Gross Amount. Leave blank.
- Column A, 11.      Inclusive Dates. Enter dates covered in the month/day column. For example, enter 9/4-9/7 for September 4 through September 7.
- Column A, 12.      Time Officer's Signature. The OF-288 should be signed by the Time Unit Leader or other authorized official. A Personnel Time Recorder will usually sign this block verifying that posting is accurate and complete for each column.
- Column A, 13.      Date Signed.
21.      Leave entire section blank. Home units may utilize this space to record agency-specific cost accounting data.
22.      Commissary Record. Itemize all commissary purchases here. Purchases must be supported by a Commissary Issue Record, OF-287, or equivalent form, but this form should not be attached to the OF-288. Enter total amount of commissary purchases.
23.      Remarks. Indicate environmental differential/hazard information, job title changes, etc.
24.      ADO Check Number and Stamp. Leave blank.
25.      Employee Signature. Self-explanatory. All regular government employees are required to sign the OF-288 in other than black ink.
26.      Time Officer's Signature. The form should be signed by either the Time Unit Leader or other authorized official in other than black ink.



13.6 – Exhibit 10

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288, FOR CASUALS

*Items that are bolded and italicized are mandatory fields for payment processing.*

Sending units shall initiate at least one set of OF-288s for crews and individuals at the time of hire.

1. Emergency Time Report Number. Preprinted number. Used for commissary. Do not delete or cross out this number.
2. ***Social Security Number***. Enter individual's nine-digit SSN or Individual Taxpayer Identification Number (ITIN) (See Chapter 10, Section 11.2). (If using electronic time recording system, Time Unit ensures SSN is handwritten on payment copy of the OF-288.)
3. Initial Employment. Check "Yes" if individual is being hired for the first time this calendar year.
4. ***Type of Employee***. Check "Casual".
5. Transferred From. If the casual was transferred from another incident, enter incident name and check current OF-288 against any earlier one to prevent overlapping time and duplicate payments.
6. ***Hired At***. Enter state abbreviation and hiring agency's three-letter unit identifier, e.g., AK-GAD, CA-ENF, ID-BOD.
7. Employee Has. Check box at time of release if casual has been discharged or quit.
8. ***Entitled To Return Travel Time***. Check "Yes" or "No" at the time of release.
9. Entitled to Return Transportation. Check "Yes" or "No" at the time of release.

13.6 – Exhibit 10 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288, FOR CASUALS

10. **Name**. Enter casual's name, exactly as shown on identification. Do not use nicknames.
- 11-14 **Street Address**. Show casual's permanent mailing address, including city, state, and zip code. This is where the pay and tax information will be mailed.
- 15-19 **Accident Notification**. Enter name, address, and telephone number of person to be notified in case of an accident.
20. **Fire Location Identification**.
- |              |  |
|--------------|--|
| Column A, 1. | <b><u>Fire Name</u></b> . Enter incident name.   |
| Column A, 2. | <b><u>Fire No</u></b> . Enter incident order number (e.g., MT-LNF-00016). Do not use "P" number.   |
| Column A, 3. | <b><u>Unit Code</u></b> . Leave blank.   |
| Column A, 4. | <b><u>Fire Location</u></b> . Enter incident agency's three-letter unit identifier for the specific location of the work assignment.   |
| Column A, 5. | <b><u>State Code</u></b> . Enter alphabetical code for state in which the casual was on-shift. Use state alpha codes shown in Section 13.6, Exhibit 03.  |
| Column A, 6. | <b><u>Firefighter Classification</u></b> . Enter the NWCG approved position code found in Appendix A – Acronyms & Position Codes if applicable, e.g., PTRC, FFT2, CREP. If the position code is THSP, specify instead the incident job title of the position to which the individual is assigned, e.g., Camp Crew Boss, Laborer. |
| Column A, 7. | <b><u>Rate</u></b> . Enter AD-A through AD-M and hourly pay rate.  |

13.6 – Exhibit 10 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288, FOR CASUALS

- Column A, 8a. **Year.** Enter calendar year.
- Column A, 8b-8c. **Month/Day.** Enter month and day on-shift. (Example: February 1 is 2/1). Enter dates consecutively from row to row and from 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 enter reason for breaks in dates. (See Section 15.1-4(3B) and Section 15.5, Exhibit 08).
- Column A, 8d-8e. **Start/Stop.** Enter military clock time for each period of on-shift time.
- Column A, 8f.
- Hours.** Enter hours in single digits for whole hours, e.g., 1.00 for one hour, decimals for half and quarter hours, e.g., 0.50 for a half hour and 0.25 for a quarter hour. Show the net difference between d. and e. For hours in travel status, enter a "T" in the Hours column.
- Compensable travel time to and from the point of hire and related waiting time is recorded on separate lines from other compensable time, such as on-shift time. Do not use a separate column when reporting travel time. See Pay Plan for Emergency Workers for compensable travel for casuals (Section 13.6, Exhibit 01).
- When compensable time (work, travel, ordered standby) in a calendar day totals less than eight hours, the Personnel Time Recorder shall enter a separate line on the OF-288 noting "guarantee" after the month/day and posting

13.6 – Exhibit 10 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288, FOR CASUALS

the necessary additional hours to the Hours column. Clock time for guaranteed hours should not be shown. Guaranteed hours do not apply on the first and last day.

Day(s) Off. No specific clock hours are to be entered. Enter “Day Off” in the Start/Stop column with “8” in the Hours column.

- Column A, 9. Total Hours. Add column and enter total hours.
- Column A, 10. Gross Amount. Leave blank.
- Column A, 11. Inclusive Dates. Enter dates covered in the month/day column. For example, enter 9/4-9/7 for September 4 through September 7.
- Column A, 12. Time Officer's Signature. The OF-288 should be signed by either the Time Unit Leader or other authorized official. A Personnel Time Recorder will usually sign this block verifying that posting is accurate and complete for each column.
- Column A, 13. Date Signed. Self-explanatory.
21. Leave entire section blank. Home units may utilize this space to record agency-specific cost accounting data.
22. Commissary Record. Itemize all commissary purchases here. Purchases must be supported by a Commissary Issue Record, OF-287, or equivalent form, but this form should not be attached to the OF-288. Enter total amount of commissary purchases.
23. Remarks. Indicate THSP and specify the incident job title, promotion, reason for discharge, transfer, position changes, etc.

13.6 – Exhibit 10 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288, FOR CASUALS

24. ADO Check Number and Stamp. Do not write in this Block. It will be used by payment personnel.
25. Employee (Signature). Self-explanatory. All casuals are required to sign the OF-288 in other than black ink.
26. Time Officer's Signature. The form should be signed by either the Time Unit Leader or other authorized official in other than black ink.



13.6 – Exhibit 11

**CONDITION OF HIRE PAGE FROM EMERGENCY FIREFIGHTER  
TIME REPORT, OF-288**

<b>EMERGENCY FIREFIGHTER TIME REPORT</b>				1. Identification Number <b>F 7114470</b>	
2. Social Security Number <b>555-22-3333</b>		3. Initial Employment (X one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		4. Type of Employment (X One) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> Other	
5. Transferred from <b>N/A</b>		6. Hired At <b>ID-BOD</b>		7. Employee Has (X One) <input type="checkbox"/> Been Discharged <input type="checkbox"/> Quit	
				8. Entitled to Return Travel Time (X One) <input type="checkbox"/> Yes <input type="checkbox"/> No	
				9. Entitled To Return Transportation (X One) <input type="checkbox"/> Yes <input type="checkbox"/> No	
ZIP CODE MUST BE ENTERED BELOW			IN CASE OF EMERGENCY NOTIFY		
10. Name (First, Middle, Last) <b>Jorge L. Chavez Jr.</b>			15. Name <b>Leo J. Chavez</b>		
11. Street Address <b>101 S. Main Street</b>			16. Street Address <b>(same)</b>		
12. City <b>Nampa</b>		13. State <b>ID</b>		14. Zip Code <b>83651</b>	
				17. City <b>(same)</b>	
				18. State <b>(same)</b>	
				19. Telephone No. (include Area) <b>(208) 555-3000</b>	
<b>CONDITIONS OF HIRE</b>					
<p>1. You have agreed to be hired by an agency of the U.S. Government as an emergency firefighter. The work is hard and sometimes you may work more than 12 hours per day. Prompt compliance with your supervisor's instructions and orders are required at all times. You must be at least 18 years old and in good physical health (a physical examination may be required at the discretion of your supervisor). Close living conditions in fire camps require personal cleanliness. Personal hygiene must meet standards set by your supervisor, particularly your hair, which must be maintained in such a way that a safety hat can be properly worn.</p> <p>2. Disclosure of your Social Security Number (SSN) is mandatory. The SSN is used primarily to gather earnings data in connection with lawful requests from other agencies (Internal Revenue Service or State Agencies). The hiring agency is the only agency with direct access to this information. Failure to supply this number may result in a penalty of \$5 deducted from each time sheet processed without an SSN in accordance with the law (Internal Revenue Service Code, Chapter 68, Section 6676(a)). The SSN must be used because it is possible that another employee's name is the same as yours.</p> <p>3. Keep this sheet until you are paid. Your identification number is printed in red on this sheet and is needed to receive checks and make purchases in the Commissary.</p> <p>4. You will be paid at an hourly rate. The Officer-In-Charge will advise you of the salary rate for your position.</p> <p>5. The Government will provide or pay for necessary transportation from the place where you are hired to where you will work. The Government will also provide or pay for transportation back to where you are hired unless you are discharged for cause or quit without a good reason.</p> <p>6. If you are fired, or you quit without good reason before the emergency is over, your pay will stop at that time. Only the Officer-In-Charge may decide whether the Government will provide return transportation or pay you for travel time back to where you were hired.</p> <p>7. The cost of anything you buy from the commissary will be taken out of your check.</p> <p>8. When you sign your time report, you agree that it is correct. Do not sign the report until you agree!</p> <p>9. Report any damage to or loss of your personal property to your supervisor before you leave the fire camp. The Government assumes no responsibility for loss of personal items not needed for firefighting.</p> <p>10. If you are injured or get sick, report to your work supervisor immediately.</p> <p>11. Any Government property (such as hard hats, tools, blankets, etc.) issued to you must be returned. If they are lost, destroyed, or left in bad condition, the cost of them may be deducted from your check.</p> <p>12. If you are on active duty with the Armed Forces (Army, Air Force, Navy, Marine Corps, or Coast Guard) you can not be employed or paid for firefighting. Inform your supervisor immediately.</p> <p>13. Whenever the Officer-In-Charge decides it is necessary, the Government will furnish your meals and lodging without cost. You will not receive additional pay for meals or lodging which you may furnish or meals you do not accept, or when the Government is temporarily unable to furnish meals or lodging.</p> <p>14. No income tax will be withheld from your check. However, your pay as a firefighter must be included as gross income for Federal income tax purposes. Report it on your state income tax report in accordance with state instructions.</p> <p>15. Possession of firearms, intoxicating beverages, marijuana, and all forms of addictive drugs not prescribed by a physician is prohibited. Posses or any evidence of usage constitutes grounds for immediate discharge.</p> <p>16. THE GOVERNMENT IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.</p>					
<b>KEEP THIS COPY UNTIL YOU ARE PAID</b>					

\* Equipment rentals must be supported with OF-294 and OF-297

NSN 754-01-124-7633

OPTIONAL FORM 288 (Rev. 3/83)

USDA/USDI

50288-102

13.6 – Exhibit 12

**EMERGENCY FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR  
REGULAR GOVERNMENT EMPLOYEES**

Emergency Incident Time Report																							
1. Social Security Number		2. Hired At (i.e., ID-BOF)		3. Type of Employment (X one) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> State <input type="checkbox"/> Other:																			
4. Name (First, Middle, Last) <b>Sally F. Burns</b>				5. Home/Hiring Unit Name <b>Vale District BLM</b>																			
6. Mailing Address <b>832 North Pike</b>				7. Home/Hiring Unit Phone Number <b>555-444-3333</b>																			
8. City <b>Vale</b>		9. State <b>OR</b>		10. Zip Code <b>97905</b>		11. Home/Hiring Unit FAX Number <b>555-444-2222</b>																	
12. Emergency Contact Name <b>Mike Burns</b>				13. Emergency Contact Phone Number <b>555-333-4444</b>				14. Emergency Contact Physical Address <b>832 North Pike, Vale, OR 87304</b>															
Column A				Column B				Column C				Column D											
A-1. Incident Name <b>Sun Creek</b>				B-1. Incident Name				C-1. Incident Name				D-1. Incident Name <b>Sun Creek</b>											
A-2. Incident Order #/Resource Order # (i.e., ID-BOF-000906 / C-33) <b>OR-VAD-000092 / O-215</b>				B-2. Incident Order # / Resource Order # (i.e., ID-BOF-000906 / C-33)				C-2. Incident Order # / Resource Order # (i.e., ID-BOF-000906 / C-33)				D-2. Incident Order # / Resource Order # (i.e., ID-BOF-000906 / C-33) <b>OR-VAD-000092 / O-215</b>											
A-3. Fire Code (i.e., B2C5) <b>D4G7</b>		A-4. Position Code (i.e., FFT2) <b>FFT2</b>		B-3. Fire Code (i.e., B2C5)		B-4. Position Code (i.e., FFT2)		C-3. Fire Code (i.e., B2C5)		C-4. Position Code (i.e., FFT2)		D-3. Fire Code (i.e., B2C5) <b>D4G7</b>		D-4. Position Code (i.e., FFT2) <b>THSP</b>									
A-5. AD Class <b>GS</b>		A-6. AD Rate <b>\$</b>		B-5. AD Class		B-6. AD Rate <b>\$</b>		C-5. AD Class		C-6. AD Rate <b>\$</b>		D-5. AD Class <b>GS</b>		D-6. AD Rate <b>\$</b>									
A-7. Home/Hiring Unit Accounting Code <b>OR030-2821-HU-D4G7</b>				B-7. Home/Hiring Unit Accounting Code				C-7. Home/Hiring Unit Accounting Code				D-7. Home/Hiring Unit Accounting Code <b>OR030-2821-HU-D4G7</b>											
A-8. Date and Time a. Year: XXXX					B-8. Date and Time a. Year:					C-8. Date and Time a. Year:					D-8. Date and Time a. Year: XXXX								
Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours				
08	06	1400	1700	3.00 T	08	11	0700	1300	6.00	08	15	0001	0300	3.00	08	17	1200	1800	6.00				
08	06	1730	2130	4.00 H	08	11	1330	2030	7.00	08	15	0330	0800	4.50	08	17	1830	2100	2.50				
08	07	0700	2200	15.00 H	08	12	0700	1300	6.00	08	15	1900	2400	5.00	08	18	0800	1330	5.50				
08	08	0600	1900	13.00 H	08	12	1330	2330	10.00	08	16	0030	0900	8.50	08	18	1430		T				
08	09	0600	2100	15.00 H	08	13	Day	Off		08	16	1800	2400	6.00	---	---	---	---	---				
08	10	0700	1300	6.00 H	08	14	2000	2400	4.00	08	17	0001	0130	1.50									
08	10	1330	2030	7.00 H	08	14	Guar	antee		---	---	---	---	---									
A-9. Total Hours				63.00		B-9. Total Hours				33.00		C-9. Total Hours				28.50		D-9. Total Hours					
A-10. Gross Amount (item 6 x item 9)				\$		B-10. Gross Amount (item 6 x item 9)				\$		C-10. Gross Amount (item 6 x item 9)				\$		D-10. Gross Amount (item 6 x item 9)				\$	
15. Remarks <b>08/14 Switched to night shift – guarantee applies. 08/17 Engine demobed due to family emergency. Employee reassigned to Supply Unit. THSP – Tool Specialist</b>																							
16. Payment Office Only																							
17. Commissary Record (Attach additional sheet if necessary)																							
a. Date		b. Item								c. Amount													
08/10		Toothbrush, toothpaste								5.00													
08/14		T-shirt								13.50													
Total Commissary Deductions										\$ 18.50						18. Gross Earnings \$							
The signatures below certify the above items are correct and proper for payment.																							
19. Employee Signature <i>/s/ Sally Burns</i>				20. Date 08/18/XXXX				21. Time Officer Signature <i>/s/ Mari Wittson</i>				22. Date 08/18/XXXX											

PRIVACY ACT NOTICE: Section 6311 of Title 5 USC authorizes collection of this information. It is used to record and approve your time and attendance and determine your pay. Use of a SSN is authorized by EO 9397. Failure to provide the required information may result in delayed payment.

13.6 – Exhibit 13

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR REGULAR  
GOVERNMENT EMPLOYEES

Sending home units shall initiate an OF-288's for crews and individuals before they leave the home unit.

1. Social Security Number. Leave Blank
2. Hired At. Leave Blank
3. Type of Employment. Check the box for "Regular Gov't Employee".
4. Name. Enter regular government employee's name. Do not use nicknames.
5. Home/Hiring Unit Name. Enter the home unit name. Be sure to clarify agency if not evident, e.g., Vale District – BLM, Tofte R.D. – USFS.
- 6-11. Mailing Address and Home Unit Phone and Fax numbers. Enter the employee's home unit mailing address, e.g., Forest, District, BLM, BIA, NPS, FWS or state office, phone and fax information.
- 12-14. Emergency Contact Name, Phone and Physical Address. Enter name, telephone number and address to be notified in case of an accident.

Columns A-D Incident Location, Fiscal and Job Information.

Column A, 1. Incident Name. Enter incident name.

Column A, 2. Incident Order #/ Resource Order#. Enter incident order number, e.g., MT-LNF-000106 or AK-MSS-701566, and resource order number, e.g., C-33 or O-14. Do not use "P" number.

13.6 – Exhibit 13 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR REGULAR  
GOVERNMENT EMPLOYEES

- Column A, 3.      Fire Code. Enter the Fire Code that corresponds to the incident.
- Column A, 4.      Position Code. Enter the NWCG approved position code found in Appendix A – Acronyms & Position Codes that corresponds to job performed, e.g., FFT2, PTRC. If the position code is THSP, specify in the remarks section the position title to which the individual is assigned, e.g., Camp Crew Boss, Voucher Examiner. If the job changes, close out the column and begin a new one with the new position code.
- Column A, 5.      AD Class. Enter “GS” for general schedule employees or “WG”, or “WS” for federal wage system employees.
- Column A, 6.      AD Rate. Leave blank for regular federal employees.
- Column A, 7.      Home/Hiring Unit Accounting Code. Filled out at incident or home unit to correspond with the appropriate agency specific accounting cost structures.
- Column A, 8a.     Year. Enter the calendar year.
- Column A, 8b-c.   Month/Day. Enter the month and day on-shift. (Ex. September 7<sup>th</sup> is 09/07). Enter dates consecutively from row to row and column to column. Ensure that each row with start and stop times recorded has the month and date entered.

13.6 – Exhibit 13 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR REGULAR  
GOVERNMENT EMPLOYEES

Column A, 8d-e. Start/Stop. Enter military clock time for each period on-shift. Shifts worked to or through midnight should be recorded as 2400 hours. A new row for the time after midnight should be started at 0001 hours on the next day.

Column A, 8f. Hours. Enter hours in single digits for whole hours, e.g., 1.00 for one hour, decimals for half and quarter hours, e.g., 0.50 for a half hour and 0.25 for a quarter hour. Show the net difference between d. and e. When applicable, enter “T” for travel status; “H” for hazardous duty; or “E” for environmental differential. (See sections 12.9 and 12.10)

Compensable travel time to and from the point of hire and the related waiting time should be recorded on separate lines from other compensable time, such as on-shift time.

When compensable time (work, travel, and ordered standby) in a calendar day totals less than eight hours, the Personnel Time Recorder shall enter a separate line on the OF-288, noting “Guarantee” in the Start/Stop column and leaves the Hours column blank. Clock time for guaranteed hours should not be shown. Guaranteed hours do not apply to the first and last day of assignment if these days fall on the individual’s regularly scheduled day off.

Day(s) Off. No specific clock hours are to be entered. “Day Off” is entered after the date with the Hours column left blank. If an employee is sick on the incident, record “Day

13.6 – Exhibit 13 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR REGULAR  
GOVERNMENT EMPLOYEES

Off” with the Hours column left blank and a notation in the remarks section for sick leave.

Column A, 9      Total Hours. Add column f. and enter total hours.

Column A, 10      Gross Amount. Leave blank.

15. Remarks. Indicate environmental differential/hazard information, guarantees’, job title changes, etc.
16. Payment Office Only. Leave blank.
17. Commissary Record. Itemize all commissary purchases. Purchases must be supported by a Commissary Issue Record, OF-287, or equivalent form, however this form should not be attached to the OF-288. Enter the total amount of commissary purchases.
18. Gross Earnings. Leave blank.
- 19-20. Employee Signature and Date. Self- explanatory. All regular government employees are required to sign the OF-288 in other than black ink.
- 20-21. Time Officer Signature and Date. The form should be signed by either the Time Unit Leader or other authorized official in other than black ink.

13.6 – Exhibit 14

**EMERGENCY FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR CASUALS**

Emergency Incident Time Report																				
1. Social Security Number <b>555-22-3333</b>			2. Hired At (i.e., ID-BOF) <b>ID-BOD</b>			3. Type of Employment (X one) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> State <input type="checkbox"/> Other:														
4. Name (First, Middle, Last) <b>Jorge L. Chavez</b>						5. Home/Hiring Unit Name <b>Boise Field Office</b>														
6. Mailing Address <b>101. S Main</b>						7. Home/Hiring Unit Phone Number <b>208-111-2222</b>														
8. City <b>Nampa</b>			9. State <b>ID</b>		10. Zip Code <b>83651</b>		11. Home/Hiring Unit FAX Number <b>208-222-1111</b>													
12. Emergency Contact Name <b>Leo J. Chavez</b>				13. Emergency Contact Phone Number <b>208-333-7777</b>				14. Emergency Contact Physical Address <b>101 S. Main Street, Nampa, ID 83651</b>												
Column A			Column B Header info same as A <input checked="" type="checkbox"/>			Column C Header info same as A <input type="checkbox"/> B <input type="checkbox"/>			Column D Header info same as A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/>											
A-1. Incident Name <b>River Road</b>			B-1. Incident Name			C-1. Incident Name <b>River Road</b>			D-1. Incident Name											
A-2. Incident Order #/Resource Order # (i.e., ID-BOF-000906 / C-33) <b>ID-PAF-000030 / C-14</b>			B-2. Incident Order # / Resource Order # (i.e., ID-BOF-000906 / C-33)			C-2. Incident Order # / Resource Order # (i.e., ID-BOF-000906 / C-33) <b>ID-PAF-000030 / C-14</b>			D-2. Incident Order # / Resource Order # (i.e., ID-BOF-000906 / C-33)											
A-3. Fire Code (i.e., B2C5) <b>J6L3</b>		A-4. Position Code (i.e., FFT2) <b>FFT2</b>		B-3. Fire Code (i.e., B2C5)		B-4. Position Code (i.e., FFT2)		C-3. Fire Code (i.e., B2C5) <b>J6L3</b>		C-4. Position Code (i.e., FFT2) <b>FFT1</b>		D-3. Fire Code (i.e., B2C5)		D-4. Position Code (i.e., FFT2)						
A-5. AD Class <b>AD-C</b>		A-6. AD Rate <b>\$ 13.24</b>		B-5. AD Class		B-6. AD Rate <b>\$</b>		C-5. AD Class <b>AD-D</b>		C-6. AD Rate <b>\$ 14.64</b>		D-5. AD Class		D-6. AD Rate <b>\$</b>						
A-7. Home/Hiring Unit Accounting Code <b>ID310-2821-HU-J6L3</b>			B-7. Home/Hiring Unit Accounting Code			C-7. Home/Hiring Unit Accounting Code <b>ID310-2821-HU-J6L3</b>			D-7. Home/Hiring Unit Accounting Code											
A-8. Date and Time a. Year: <b>XXXX</b>				B-8. Date and Time a. Year:				C-8. Date and Time a. Year: <b>XXXX</b>				D-8. Date and Time a. Year:								
Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	
08	01	2000	2400	4.00	T	08	04	1900	2400	5.00	08	08	0700	1300	6.00	08	12	1000		T
08	02	0001	0130	1.50	T	08	05	0001	0700	7.00	08	08	1400	2100	7.00	---	---	---	---	---
08	02	1800	2400	6.00	08	05	1800	2400	6.00	08	09	Day	Off	8.00						
08	02	Guar	antee	.50	08	06	1200	1700	5.00	08	10	0700	1300	6.00						
08	03	0001	0800	8.00	08	06	1730	2030	3.00	08	10	1400	2030	6.50						
08	03	2000	2400	4.00	08	07	0700	1300	6.00	08	11	0700	1230	5.50						
08	04	0001	0800	8.00	08	07	1330	1830	5.00	08	11	1330	2000	6.50						
A-9. Total Hours			<b>32.00</b>			B-9. Total Hours			<b>37.00</b>			C-9. Total Hours			<b>45.50</b>			D-9. Total Hours		
A-10. Gross Amount (item 6 x item 9)			<b>\$ 423.68</b>			B-10. Gross Amount (item 6 x item 9)			<b>\$ 489.88</b>			C-10. Gross Amount (item 6 x item 9)			<b>\$ 666.12</b>			D-10. Gross Amount (item 6 x item 9)		
15. Remarks <b>08/08 Promoted to Squad Boss FFT1. 08/12 Released due to family emergency.</b>												16. Payment Office Only								
17. Commissary Record (Attach additional sheet if necessary)																				
a. Date		b. Item				c. Amount														
08/04		Gloves				3.00														
08/05		Cigarettes				34.00														
Total Commissary Deductions										<b>\$ 37.00</b>			18. Gross Earnings			\$				
The signatures below certify the above items are correct and proper for payment.																				
19. Employee Signature <i>/s/ Jorge L. Chavez Jr.</i>				20. Date <b>08/12/XXXX</b>		21. Time Officer Signature <i>/s/ Tom Plank</i>				22. Date <b>08/12/XXXX</b>										

PRIVACY ACT NOTICE: Section 6311 of Title 5 USC authorizes collection of this information. It is used to record and approve your time and attendance and determine your pay. Use of a SSN is authorized by EO 9397. Failure to provide the required information may result in delayed payment.

PMS 10/2005

13.6 – Exhibit 15

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR CASUALS

Sending units shall initiate an OF-288's for crews and individuals at the time of hire.

1. Social Security Number. Enter individual's nine-digit SSN or Individual Taxpayer Identification Number (ITIN). (See Chapter 10, Section 11.2.)
2. Hired At. Enter state abbreviation and hiring agency's three-letter unit identifier, e.g., AK-GAD, CA-ANF, AZ-GCP.
3. Type of Employment. Check the box for "Casual".
4. Name. Enter casual's name, exactly as shown on identification. Do not use nicknames.
5. Home/Hiring Unit Name. Enter the hiring unit name. Be sure to clarify agency if not evident, e.g., Vale District – BLM, Tofte R.D. – USFS.
- 6-11. Mailing Address and Hiring Unit Phone and Fax numbers. Enter the casual's permanent mailing address. This is where the pay and tax information will be mailed. Enter the hiring unit phone and fax number.
- 12-14. Emergency Contact Name, Phone and Physical Address. Enter name, address and telephone number to be notified in case of an accident.

Columns A-D      Incident Location, Fiscal and Job Information.

Column A, 1.      Incident Name. Enter incident name.

Column A, 2.      Incident Order #/ Resource Order#. Enter incident order number, e.g., MT-LNF-000106 or AK-MSS-701566, and resource order number, e.g., C-33 or O-14. Do not use "P" number.



13.6 – Exhibit 15 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR CASUALS

- Column A, 3.      Fire Code. Enter the Fire Code that corresponds to the incident.
- Column A, 4.      Position Code. Enter the NWCG approved position code found in Appendix A – Acronyms & Position Codes that corresponds to job performed, e.g., FFT2, PTRC. If the position code is THSP, specify in the remarks section the position title to which the individual is assigned, e.g., Camp Crew Boss, Laborer. If the job changes, close out the column and begin a new one with the new position code.
- Column A, 5.      AD Class. Enter corresponding AD classification to above position code.
- Column A, 6.      AD Rate. Enter the rate per hour for the AD classification.
- Column A, 7.      Home/Hiring Unit Accounting Code. Filled out at incident or hiring unit to correspond with the appropriate agency specific accounting cost structures.
- Column A, 8a.     Year. Enter the calendar year.
- Column A, 8b-c.   Month/Day. Enter the month and day on-shift. (Ex. September 7<sup>th</sup> is 09/07). Enter dates consecutively from row to row and column to column. Ensure that each row with start and stop times recorded has the month and date entered.
- Column A, 8d-e.   Start/Stop. Enter military clock time for each period on-shift. Shifts worked to or through midnight should be recorded as 2400 hours. A

13.6 – Exhibit 15 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR CASUALS

new row for the time after midnight should be started at 0001 hours on the next day.

Column A, 8f. Hours. Enter hours in single digits for whole hours, e.g., 1.00 for one hour, decimals for half and quarter hours, e.g., 0.50 for half and 0.25 for a quarter hour. Show the net difference between d. and e. When applicable, enter “T” for travel status in the Hours column.

Compensable travel time to and from the point of hire and the related waiting time should be recorded on separate lines from other compensable time, such as on-shift time. See Administratively Determined Pay Plan for Emergency Workers for compensable travel for casuals (See Section 13.6, Exhibit 01).

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

Day(s) Off. No specific clock hours are to be entered. Enter “Day Off” in the Start/Stop column with “8” in the Hours column.

Column A, 9 Total Hours. Add all hours in the Hours column.

Column A, 10 Gross Amount. Optional – multiply block A-6 x block A-9.

13.6 – Exhibit 15 – Continued

INSTRUCTIONS FOR COMPLETION OF EMERGENCY  
FIREFIGHTER TIME REPORT, OF-288 (TEST FORM) FOR CASUALS

15. Remarks. Indicate position changes, changes in AD rate, reason for discharge, transfer, etc.
16. Payment Office Only. Leave blank.
17. Commissary Record. Itemize all commissary purchases. Purchases must be supported by a Commissary Issue Record, OF-287, or equivalent form, however this form should not be attached to the OF-288. Enter the total amount of commissary purchases.
18. Gross Earnings. Leave blank.
- 19-20. Employee Signature and Date. Self-explanatory. All casuals are required to sign the OF-288 in other than black ink.
- 21-22. Time Officer Signature and Date. The form should be signed by either the Time Unit Leader or other authorized official in other than black ink.

13.6 – Exhibit 16

CONDITION OF HIRE PAGE FOR THE EMERGENCY FIREFIGHTER  
TIME REPORT, OF-288 (TEST FORM)

**OF-288 Conditions of Hire for Casuals (Rev. 10/2005)**

1. You have agreed to be hired by an agency of the U.S. Government as a casual. The work is hard and sometimes you may work more than 12 hours per day. Prompt compliance with your supervisor's instructions and orders is required at all times. You must be at least 16 years old (18 years old if hired as a casual firefighter) and in good physical health (a physical examination may be required). Close living conditions in incident camps require personal cleanliness. Personal hygiene must meet standards set by your supervisor.
2. Disclosure of your Social Security Number (SSN) is mandatory. The SSN is used primarily to gather earnings data in connection with lawful requests from other agencies (Internal Revenue Service or State Agencies). The SSN must be used because it is possible that another employee's name is the same as yours.
3. You will be paid at an hourly rate. The hiring official will advise you of the salary rate for your position.
4. The Government will provide or pay for necessary transportation from the place where you are hired to where you will work. The Government will also provide or pay for transportation back to where you are hired unless you are discharged for cause or quit without an acceptable reason.
5. If you are fired, or you quit without an acceptable reason before the emergency is over, your pay will stop at that time. A government official may decide whether or not the Government will provide return transportation and if you will be paid travel time back to your point of hire.
6. The cost of anything you buy from the commissary not paid by personal funds will be deducted from your pay.
7. When you sign your time report, you agree that it is correct. Do not sign the report until you agree! Keep a copy of your time report until you have been paid.
8. Report any damage to or loss of your personal property to your supervisor before you leave the incident camp. The Government assumes no responsibility for loss of personal items not needed for the incident.
9. If you become injured or sick, report to your supervisor immediately.
10. Any Government property issued to you (such as hard hats, tools, blankets, etc.) must be returned. If they are lost, destroyed, or left in bad condition, the cost of them may be deducted from your check.
11. You are not eligible to be a casual hire if you are on active duty with the Armed Forces (Army, Air Force, Navy, Marine Corps, or Coast Guard).
12. Whenever necessary, the Government will furnish your meals and lodging without cost. You will not receive additional pay for meals or lodging which you may furnish or meals you do not accept.
13. Income tax will be withheld from your check.
14. Possession of firearms, dangerous weapons, alcohol, marijuana, and all forms of addictive drugs not prescribed by a physician is prohibited. Possession or any evidence of usage will result in disciplinary action and could include immediate discharge.
15. During off-incident rest periods, you are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will result in disciplinary action. Report any observed drug or alcohol abuse to your supervisor.
16. All forms of harassment will not be tolerated. Report any observed or perceived harassment to your supervisor.
17. Recognize and respect all private property.
18. THE GOVERNMENT IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.

/s/ Jorge L. Chavez Jr.

Signature

8/1/XXXX

Date

13.6 – Exhibit 17

PAYROLL OR INVOICE DEDUCTION AUTHORIZATION (TEST FORM)

<b>Payroll or Invoice Deduction Authorization</b>	
Name (First, Middle, Last) <b>Jorge L. Chavez Jr.</b>	Finance Unique Identifier***
Social Security Number / TIN <b>555-22-3333</b>	
Incident Name <b>River Road</b>	
Incident Order # / Resource Order # <b>ID-PAF-000030 / C-14</b>	

\*\*\*Finance Unique Identifier: Finance/Administration Section Chief or Commissary Manager should make an agreement with the commissary provider for a unique marking (i.e. stamp, colored marking, signature, etc.) that would verify authorization has been obtained from the Finance/Administration Section of the current incident.

**Disclosure Statement:** Disclosure of your Social Security Number (SSN) is mandatory. The SSN is used primarily to gather earnings data in connection with lawful requests from other agencies (Internal Revenue Service or State Agencies). The SSN must be used because it is possible that another employee's name is the same as yours.

**Acknowledgement Statement:** By signing this statement, I acknowledge that deduction will be made from my payroll or invoice.

/s/ Jorge L. Chavez Jr.  
Signature

8/4/XXXX  
Date

13.6 – Exhibit 18

EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

Department of Homeland Security  
U.S. Citizenship and Immigration Services

OMB No. 1615-0047; Expires 03/31/07

**Employment Eligibility Verification**

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. **ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Verification.** To be completed and signed by employee at the time employment begins.

Print Name: Last Chavez Jr.	First Jorge	Middle Initial L.	Maiden Name N/A
Address (Street Name and Number) 101 S. Main Street		Apt. #	Date of Birth (month/day/year) 06/11/1972
City Nampa	State ID	Zip Code 83651	Social Security # 555-22-3333

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

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

- A citizen or national of the United States
- A Lawful Permanent Resident (Alien #) A \_\_\_\_\_
- An alien authorized to work until \_\_\_\_\_  
(Alien # or Admission #)

Employee's Signature <i>Jorge Chavez Jr.</i>	Date (month/day/year) 08/01/XX
---	-----------------------------------

**Preparer and/or Translator Certification.** (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

**Section 2. Employer Review and Verification.** To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s).

List A	OR	List B	AND	List C
Document title: _____		Idaho Driver's License		Social Security Card
Issuing authority: _____		#049261		555-22-3333
Document #: _____				
Expiration Date (if any): _____		06/11/XX Expiration		
Document #: _____				
Expiration Date (if any): _____				

**CERTIFICATION** - I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) 08/01/XX and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative <i>Barbara Sylte</i>	Print Name Barbara Sylte	Title Personnel Clerk
Business or Organization Name USFS	Address (Street Name and Number, City, State, Zip Code) 323 Highway 5, Grangeville, ID 83702	
		Date (month/day/year) 08/01/XX

**Section 3. Updating and Reverification.** To be completed and signed by employer.

A. New Name (if applicable)	B. Date of Rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility.	
Document Title: _____	Document #: _____
Expiration Date (if any): _____	

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

Signature of Employer or Authorized Representative	Date (month/day/year)
--	-----------------------

NOTE: This is the 1991 edition of the Form I-9 that has been rebranded with a current printing date to reflect the recent transition from the INS to DHS and its components.

13.6 – Exhibit 18 – Continued

EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

<b>LISTS OF ACCEPTABLE DOCUMENTS</b>				
<b>LIST A</b>	<b>OR</b>	<b>LIST B</b>	<b>AND</b>	<b>LIST C</b>
<b>Documents that Establish Both Identity and Employment Eligibility</b>		<b>Documents that Establish Identity</b>		<b>Documents that Establish Employment Eligibility</b>
1. U.S. Passport (unexpired or expired)		1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		1. U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
2. Certificate of U.S. Citizenship (Form N-560 or N-561)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address		2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
3. Certificate of Naturalization (Form N-550 or N-570)		3. School ID card with a photograph		3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4. Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization		4. Voter's registration card		4. Native American tribal document
5. Permanent Resident Card or Alien Registration Receipt Card with photograph (Form I-151 or I-551)		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
6. Unexpired Temporary Resident Card (Form I-688)		6. Military dependent's ID card		6. ID Card for use of Resident Citizen in the United States (Form I-179)
7. Unexpired Employment Authorization Card (Form I-688A)		7. U.S. Coast Guard Merchant Mariner Card		7. Unexpired employment authorization document issued by DHS (other than those listed under List A)
8. Unexpired Reentry Permit (Form I-327)		8. Native American tribal document		
9. Unexpired Refugee Travel Document (Form I-571)		9. Driver's license issued by a Canadian government authority		
10. Unexpired Employment Authorization Document issued by DHS that contains a photograph (Form I-688B)		<b>For persons under age 18 who are unable to present a document listed above:</b>		
		10. School record or report card		
		11. Clinic, doctor or hospital record		
		12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

13.6 – Exhibit 18 – Continued

EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

Department of Homeland Security  
U.S. Citizenship and Immigration Services

OMB No. 1615-0047; Expires 03/31/07

**Employment Eligibility Verification**

**INSTRUCTIONS**

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

**Anti-Discrimination Notice.** It is illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

**Section 1 - Employee.** All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of this form at the time of hire, which is the actual beginning of employment. The employer is responsible for ensuring that Section 1 is timely and properly completed.

**Preparer/Translator Certification.** The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section 1 personally.

**Section 2 - Employer.** For the purpose of completing this form, the term "employer" includes those recruiters and referrers for a fee who are agricultural associations, agricultural employers or farm labor contractors.

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required document(s) within three business days, they must present a receipt for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. **Employers must record:** 1) document title, 2) issuing authority, 3) document number, 4) expiration date, if any, and 5) the date employment begins.

Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. **However, employers are still responsible for completing the I-9.**

**Section 3 - Updating and Reverification.** Employers must complete Section 3 when updating and/or reverifying the I-9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers **CANNOT** specify which document(s) they will accept from an employee.

- If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:

- examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C),
- record the document title, document number and expiration date (if any) in Block C, and
- complete the signature block.

**Photocopying and Retaining Form I-9.** A blank I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed I-9s for three (3) years after the date of hire or one (1) year after the date employment ends, whichever is later.

**For more detailed information, you may refer to the Department of Homeland Security (DHS) Handbook for Employers, (Form M-274). You may obtain the handbook at your local U.S. Citizenship and Immigration Services (USCIS) office.**

**Privacy Act Notice.** The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of the U.S. Immigration and Customs Enforcement, Department of Labor and Office of Special Counsel for Immigration Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

**Reporting Burden.** We try to create forms and instructions that are accurate, can be easily understood and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex.

Accordingly, the reporting burden for this collection of information is computed as follows: 1) learning about this form, 5 minutes; 2) completing the form, 5 minutes; and 3) assembling and filing (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response. If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., Washington, DC 20529. OMB No. 1615-0047.

**NOTE:** This is the 1991 edition of the Form I-9 that has been rebranded with a current printing date to reflect the recent transition from the INS to DHS and its components.

**EMPLOYERS MUST RETAIN COMPLETED FORM I-9  
PLEASE DO NOT MAIL COMPLETED FORM I-9 TO ICE OR USCIS**

Form I-9 (Rev. 05/31/05)Y



13.6 – Exhibit 19

CHECKLIST FOR CLOSING OUT EMERGENCY FIREFIGHTER  
TIME REPORTS, OF-288

The Time Unit Leader shall establish a daily audit process to ensure accurate posting of time and commissary issues. A list of missing time should be established, posted, and updated daily so that incident supervisors can be notified of the omission. 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. SSN/ITIN present for casual employees.
  - B. Type of employment indicated.
  - C. Complete mailing and emergency notification address and telephone number for casuals.
  - D. Home unit address for regular government employees.
  - E. Fax number for regular government employees.
  - F. Incident name and incident order number indicated in all columns.
  - G. 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.
  - H. Pay classification (GS/WG/WL/WS) and position title indicated for regular government employees.
  - I. Time posted chronologically. Verify time posted against Crew Time Report, SF-261.
  - J. Columns totaled (hours only), inclusive dates indicated and columns signed.

13.6 – Exhibit 19 – Continued

CHECKLIST FOR CLOSING OUT EMERGENCY FIREFIGHTER  
TIME REPORTS, OF-288

2. When notified that the crew/individual will be demobilized, determine if the crew/individual is going home or to another incident.

If the crew/individual is going home, the OF-288 will be closed out, beginning travel time posted, and the OF-288 given to the crew representative or individual.

If the crew/individual is going to another incident, close out the OF-288 as below and initiate a new OF-288. Travel to the new incident will be shown on the new OF-288.

- A. Ensure all commissary issues have been posted. Total the commissary amounts per individual.
  - B. Has all time been properly documented on a CTR? Have all CTRs been posted?
  - C. Has the travel time been established and submitted on a CTR? Post beginning travel time and sign on the next line. Leave remainder of column open for home unit supervisor to post and approve ending travel time.
  - D. Cross out unused, blank, time entry columns.
  - E. How will payment of casuals be made? The Time Unit Leader coordinates transmission of the required pay documents.
  - F. Have injury documents been attached to the OF-288 (to be hand carried to the crew/individual's home unit by the responsible person)?
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

13.6 – Exhibit 19 – Continued

CHECKLIST FOR CLOSING OUT EMERGENCY FIREFIGHTER  
TIME REPORTS, OF-288

of the OF-288. The file copy is retained for the Incident Finance Package (See Chapter 40, Section 45, Exhibit 01).

If the incident agency is processing payments, payment procedures will be followed and facilitated by the Time Unit Leader to ensure all payment documents are provided to the incident agency.

4. See Chapter 30, Section 36-2 for procedures regarding non-returned property and the resulting documentation and OF-288 deductions.

Each crew and single resource will present a Demobilization Checklist 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 pulled, the Demobilization Checklist can be signed and given to the crew representative/individual for completion of the demobilization process.

13.6 – Exhibit 20

SINGLE RESOURCE CASUAL HIRE INFORMATION FORM, PMS 934

**Single Resource Casual Hire Information Form**

---

**HIRING UNIT INFORMATION**

Office Name: \_\_\_\_\_ Unit ID: \_\_\_\_\_ Date: \_\_\_\_\_  
Example: ID-BOF

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Hiring Official Name: \_\_\_\_\_ Print Telephone: \_\_\_\_\_

---

**CASUAL INFORMATION**

Casual's Name: \_\_\_\_\_ Phone No: \_\_\_\_\_ Start Date: \_\_\_\_\_  
Print

---

**POSITION INFORMATION**

Job Title: \_\_\_\_\_ AD Class: \_\_\_\_\_ AD Rate: \$ \_\_\_\_\_  
Incident Order #: \_\_\_\_\_ Fire code: \_\_\_\_\_ Request #: \_\_\_\_\_  
Example: ID-BOF-0423

**Hiring of emergency personnel may be made according to the provisions of the Pay Plan for Emergency Workers when any of the following exists (see Pay Plan for specific determinations):**

- 1. To fight a going fire.
- 2. Unusually dry period or fire danger is high to extreme.
- 3. To provide support to ongoing incidents to include post-incident administration (dispatch, warehouse/cache, administrative support) normally not to exceed 90 calendar days.
- 4. To place firefighter on standby for expected dispatch.
- 5. Temporarily replace members of fire suppression crews or fire management personnel who are on fires.
- 6. To attend fire suppression training.  Trainee OR  Refresher AND Course Title: \_\_\_\_\_
- 7. To instruct fire suppression training when all other methods of hiring and contracting instructors have been exhausted.
- 8. To cope with floods, storms or any other emergency.
- 9. To carry out emergency stabilization work when there is an immediate danger of loss of life or property.
- 10. Following a natural emergency to develop plans and manage emergency stabilization efforts (not to exceed 90 calendar days).
- 11. To meet mission assignments issued by FEMA.
- 12. Hazardous Fuel Reduction NTE 300 hours per calendar year (DOI agencies only)

---

**TRAVEL/TRANSPORTATION**

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

Transportation method:

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

**Check One:**

- Casual to be subsisted by government. Hiring unit will reimburse approved incidental expenses at actual cost; receipts required.
- Casual will not be subsisted; travel authorization has been issued. Hiring unit to reimburse lodging, meals, and incidental expenses at standard per diem rate. Indicate TA #: [ \_\_\_\_\_ ]

---

**EMPLOYMENT FORMS**

**Completed by:**

Agency:  I-9, Employment Eligibility Verification  
 OF-288, Emergency Firefighter Time Report (Complete Top section, Column A 1-8 and travel start time)  
 Direct Deposit form (if applicable) Provide to Casual  
 State/federal government-issued Picture ID verified and in Casual's possession (required for all positions)  
 Incident qualification card (if required for position) verified and in Casual's possession  
 State-required certification verified, if required for position (e.g., CDL, driver's license)

Casual:  Federal W-4  State W-4  W-5, if applicable  
 Incident Behavior Form signed

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

\_\_\_\_\_  
Casual Signature (Required)                      Date                      Hiring Official Signature (Required)                      Date

Distribution: Follow Hiring Agency procedures

13.6 – Exhibit 20 – Continued

SINGLE RESOURCE CASUAL HIRE INFORMATION FORM, PMS 934

**Non-Discrimination Policy Statement**

"The U.S. Government prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) "

Forest Service hires: to file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

---

13.6 – Exhibit 21

INCIDENT BEHAVIOR FORM, PMS 935-1

**Incident Behavior**

Common Responsibilities  
Volunteers and Single Resource Casual Hires

**Inappropriate Behavior:**

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

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

**Drugs and Alcohol:**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PMS 935-1 (English) (August 2003)

---

13.6 – Exhibit 21 – Continued

INCIDENT BEHAVIOR FORM – SPANISH, PMS 935-2

**Comportamiento En Incidentes**

Responsabilidades Comunes  
Empleo Casual de Voluntarios y Recursos Individuales

**Comportamiento inapropiado:**

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

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

**Drogas y Alcohol:**

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

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

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Fecha

## CHAPTER 10 – PERSONNEL

### Section 14 – COMMISSARY

#### Contents

14	COMMISSARY
14.03	Policy
14.04	Responsibilities
14.05	Definitions
14.1	Commissary Authorizations
14.1-1	Commissary Privileges – Payroll Deduction
14.1-2	Commissary Privileges – Contractors
14.1-3	Cash and Credit Card Purchases
14.2	Contracted Commissary
14.3	Agency-Provided Commissary
14.3-1	Establishing Commissary Stock
14.3-2	Ordering Procedures
14.4	Commissary Issue Record
14.5	Commissary Accountability Record
14.5-1	Reconciliation and Transfer of Accountability
14.6	Posting Commissary Issues
14.7	Exhibits
Exhibit 01	Commissary Issue Record, OF-287
Exhibit 02	Contracted Commissary Issue Record, Form 284B
Exhibit 03	Instructions for Completion of Commissary Accountability Record, OF-284
Exhibit 04	Commissary Accountability Record, OF-284



## Section 14 – COMMISSARY

### 14 – COMMISSARY.

14.03 – Policy. Commissaries are established to serve the needs of all incident personnel. There are two types of commissary; contracted and agency-provided. Casuals, regular government employees, and all other assigned personnel should be equipped to be self-sufficient for a minimum of 14 days on the incident to reduce the need for commissary.

### 14.04 – Responsibilities.

1. Incident agency is responsible for providing direction to the incident management team regarding availability of commissary (agency-provided or contracted) and agency-specific requirements regarding commissary items and documentation.
2. Finance/Administration Section Chief (FSC) is responsible for:
  - A. Establishing and overseeing the commissary operation.
  - B. Determining the need and type of commissary based on the size, type, and projected incident duration.
3. Time Unit Leader is responsible for:
  - A. Posting commissary issues to the appropriate pay document.
  - B. Supervising the Commissary Manager.
4. Procurement Unit Leader is responsible for ensuring commissary issues are posted to the appropriate vendor pay documents.
5. Commissary Manager is responsible for:
  - A. Accountability records for a contracted commissary.
  - B. Inventory, management, facilities, security and accountability for an agency-provided commissary.
  - C. Coordinating closure of the commissary facility or limiting access to demobing personnel to ensure deductions are posted in a timely manner.

6. Home unit is responsible to process payroll deductions posted on the Emergency Firefighter Time Report, OF-288, in accordance with agency policy.
7. Payment unit is responsible for making contractor payment and processing vendor deductions posted on the vendor invoice.

14.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code.

14.1 – Commissary Authorizations.

14.1-1 – Commissary Privileges – Payroll Deduction.

Individuals authorized payroll deduction commissary privileges shall present either the Conditions of Hire page of the Emergency Firefighter Time Report, OF-288, or documentation provided by the Time Unit as authorization to receive commissary (See Section 13.6, Exhibit 11).

1. Regular government employees and casuals may be authorized payroll deduction for commissary purchases.
2. State employees and local cooperators may have commissary payroll deducted if authorized by Cooperative Agreement, geographic area supplement or state agency policy.
3. National Guard personnel hired as casuals may be authorized payroll deduction commissary privileges. National Guard mobilized by the Governor's order are not authorized commissary by payroll deduction.
4. Military personnel are not entitled to commissary by payroll deduction.

14.1-2 – Commissary Privileges – Contractors. Contractors and their authorized personnel may be issued commissary with approval of the contractor or contractor agent. Contractors and their authorized personnel shall present a copy of the contractor invoice as authorization to receive invoice deducted commissary. A copy of the contractor invoice is obtained from the Procurement Unit.

The amount issued is posted as a deduction to the appropriate vendor invoice used for contract payments. The Commissary Manager ensures that supporting

documents, such as copies of the Commissary Issue Record, OF-287, are attached to the contractor invoice.

14.1-3 – Cash and Credit Card Purchases. Contracted commissaries may accept cash or personal credit cards for commissary purchases from all individuals.

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

14.2 – Contracted Commissary. Refer to the commissary contract for specific details. The contract should provide a listing of contractors, price lists, and contract specifications.

1. Contracted commissaries are requested and released through the resource order process.
2. Upon arrival at the incident the contractor provides the FSC with an operating plan that includes hours, prices, logo wording and design, records, procedures for demobilization, etc. The FSC reviews and approves the operating plan.
3. The terms and conditions of the contract govern the operations of the commissary. Agency services furnished, beyond those required by the contract, are deducted from the contractor's invoice.
4. The Commissary Manager obtains original, daily issue records (OF-287 or other approved form) from the contractor. The Commissary Manager audits and totals the issue records, makes a copy and submits them to the Time Unit for posting to the OF-288, and to the Procurement Unit to document the deduction(s) on vendor invoices. Individual deductions from contractor invoices are recorded and posted as a total when the invoice is finalized. The Equipment Vendor Deduction Log found in Appendix B – Tool Kit, may be used to facilitate this process.
5. The original issue record is returned to the commissary contractor to be attached to the payment invoice. A copy of the issue record is retained by the Commissary Manager for the Incident Finance Package (See Chapter 40, Section 45, Exhibit 02).
6. The FSC and commissary contractor sign the payment invoice. The Commissary Manager retains a copy of the invoice for the Incident Finance Package.

7. The commissary contractor follows established demobilization procedures prior to release from the incident.

14.3 – Agency-Provided Commissary. An agency-provided commissary may be as simple as obtaining individual items ordered by incident personnel or complex as maintaining a stock of common items from which personnel may select their needs.

1. Commissary should be limited to personal items necessary to keep incident personnel productive.
2. The establishment of a commissary, the items to be stocked and the quantity of such items is determined by the FSC per incident agency guidelines.
3. Tobacco products may be sold through the commissary in carton-size, rolls, or complete package quantities only. Incidents must abide by state restrictions on the sale of tobacco products to minors. Tobacco products will not be dispensed free of charge.
4. Commissary operating hours are set to meet incident personnel needs. This usually requires making items available before and after established operational periods (before and after crews go on the line).

14.3-1 – Establishing Commissary Stock. Stock of commissary items may be established when it is not practical to make individual commissary purchases. Commissary stock should be limited to common items.

14.3-2 – Ordering Procedures.

1. Commissary Manager requisition commissary items through the Logistics Section on ICS-213, General Message Form or other approved requisition. All resource order forms for commissary shall clearly state that the items are for commissary.
2. Individual commissary purchases are made for boots and certain clothing items because of the wide range of sizes involved. In order to reduce the possibility of non-delivery of such items, the Commissary Manager should determine the name, crew affiliation, and location of the individual ordering such items. Resource orders for these commissary items shall include this information and be processed as in 14.3-2--1 above.

3. 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. The incident agency acquisition staff/BUYT completes the Commissary Accountability Record, OF-284, to transfer items, arranges delivery of the items to the incident, and processing all returned items. Commissary supplies should be purchased separately from other items to facilitate accountability.
4. The Commissary Manager inventories all items received and verifies against the OF-284, invoice, waybill, or other transfer document. The Commissary Manager signs for receipt of goods on the OF-284, and returns a copy to the Procurement Officer. The Procurement Officer is notified immediately of all discrepancies.
5. Commissary stocks should be held to a minimum to avoid carryover. If this is not possible, remaining stocks are transferred on the Commissary Accountability Record, OF-284, to the incident agency (See Section 14.7, Exhibit 04).

14.4 – Commissary Issue Record. Commissary Issue Record, OF-287 (See Section 14.7, Exhibits 01 and 02), 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 the purchase on the OF-287.

The OF-287s are grouped by crews, overhead, contractors, cooperators, etc., during the issue process to facilitate the posting process. (For example, all members of one crew should sign the same OF-287).

The Commissary Manager balances the issues against beginning and ending inventory daily. The Commissary Issue Records are then submitted to the Time Unit for posting to the OF-288, and 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. The Vendor Deduction Log, found in Appendix B – Tool Kit, may be used to facilitate this process.

The Commissary Manager retains a copy of the issue records for the Incident Finance Package (See Chapter 40, Section 45, Exhibit 02).

The Procurement and Time Unit Leaders return posted issued records to the Commissary Manager for inclusion in the Incident Finance Package (See Chapter 40, Section 45, Exhibit 02).

14.5 – Commissary Accountability Record. The Commissary Manager is accountable for all commissary stocks received and issued. The Commissary Manager arranges for adequate facilities to ensure safeguarding of commissary items, e.g., locking box vans, a secured room, building or trailer, or a tent with 24-hour security.

The Commissary Manager completes the Commissary Accountability Record, OF-284 (See Section 14.7, Exhibits 03 and 04), to document all items received, transferred, or issued, and submits it to the FSC through the Time Unit Leader daily for review.

Daily, the Commissary Manager inventories all stock on hand and documents the inventory in writing. This inventory list and the Commissary Issue Records are attached to the daily Commissary Accountability Record.

14.5-1 – Reconciliation and Transfer of Accountability. Final accountability for a commissary operation is based on the formula of beginning inventory plus acquisition equals issuance plus ending inventory. A Commissary Accountability Record, OF-284, is used to reconcile the commissary and to transfer accountability.

At the end of the incident, the Commissary Manager completes a final inventory of remaining commissary stock. The final reconciliation, together with all supporting documents, is provided to the incident agency when the commissary is closed. Discrepancies must be fully documented and adjusted in accordance with incident agency regulations.

14.6 – Posting Commissary Issues. The Personnel Time Recorder posts the issues from the OF-287, or contractor-provided form, to the OF-288 daily. Posting includes transferring date of issue, items issued, and amount to Block 22 of the OF-288, and transferring the I.D. number from Block 1 of the OF-288 to Block 12 of the OF-287. The Personnel Time Recorder initials the OF-287, to verify that posting is completed.

The Equipment Time Recorder documents the issues from the OF-287, or contractor provided form, by making a copy of the issue and filing it with the contractor invoice. The Equipment Time Recorder 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. The Vendor Deduction Log found in Appendix B – Tool Kit, may be used to facilitate this process.

The Procurement and Time Unit Leaders are responsible for posting the issues and establishing a check and balance system to ensure all posted amounts equal total issues for that day.

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

14.7 – Exhibits.

14.7 – Exhibit 01

COMMISSARY ISSUE RECORD, OF-287

COMMISSARY ISSUE RECORD			1. FIRE LOCATION <i>Payette District</i>				2. FIRE NAME <i>River Road</i>		3. FIRE NO. <i>ID-PNF-030</i>			
			4. FIRE CAMP NAME				5. FIRE CAMP NO.	6. DATE <i>8/5/xx</i>	7. SHEET NO. <i>1 of 1</i>			
B. COMMODITY ➔	cigarettes	Boots	Socks	Sweatshirt	Toothpaste	Chew	9. TOTAL COST	10. CREW IDENT.	11. PURCHASER'S NAME (Print) AND SIGNATURE		12. I.D. No. (from OF-288 Emergency F.F. Time Report)	
											13. INITIALS (Posted to OF-288)	
A.	UNIT PRICE	<i>12<sup>00</sup></i>					<i>12<sup>00</sup></i>	<i>SRV #2</i>	NAME <i>Jorge Chavez Jr.</i>		I.D. NO. <i>F4225615</i>	
	QUANTITY	<i>1</i>							SIGNATURE <i>Jorge Chavez Jr.</i>		INITIALS <i>Ⓜ</i>	
	SUB-TOTAL	<i>12<sup>00</sup></i>										
B.	UNIT PRICE	<i>12<sup>00</sup></i>	<i>196<sup>00</sup></i>	<i>6<sup>00</sup></i>			<i>220<sup>00</sup></i>	<i>SRV #2</i>	NAME <i>Vern D. Reyes</i>		I.D. NO. <i>F4225629</i>	
	QUANTITY	<i>1</i>	<i>1</i>	<i>2</i>					SIGNATURE <i>Vern D. Reyes</i>		INITIALS <i>Ⓜ</i>	
	SUB-TOTAL	<i>12<sup>00</sup></i>	<i>196<sup>00</sup></i>	<i>12<sup>00</sup></i>								
C.	UNIT PRICE			<i>22<sup>00</sup></i>	<i>4<sup>00</sup></i>	<i>8<sup>00</sup></i>	<i>34<sup>00</sup></i>	<i>SRV #2</i>	NAME <i>Nancy Black</i>		I.D. NO. <i>F4225618</i>	
	QUANTITY			<i>1</i>	<i>1</i>	<i>1</i>			SIGNATURE <i>Nancy Black</i>		INITIALS <i>Ⓜ</i>	
	SUB-TOTAL			<i>22<sup>00</sup></i>	<i>4<sup>00</sup></i>	<i>8<sup>00</sup></i>						
D.	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
E.	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
F.	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
G.	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
H.	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
I.	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
J.	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											

NSN 7540-01-120-4063

Original—Commissary

OPTIONAL FORM 287(9-81)  
USDA/USDI  
50287-101



14.7 – Exhibit 02

CONTRACTED COMMISSARY ISSUE RECORD, FORM 284B

CONTRACTED COMMISSARY ISSUE RECORD  
 Crew Name \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_  
 Vendor Name \_\_\_\_\_ Date: \_\_\_\_\_ AM/PM  
 Incident Name: \_\_\_\_\_ Incident Location: \_\_\_\_\_ Incident Charge # \_\_\_\_\_

Commodity	Boots & Shoes	Socks	Clothing	Toiletries	Tobacco Products	Misc. Items	Sub-Total	State Tax	Total Charges	Purchaser's Name & Signature	Firefighter Time Sheet Number from OF-288	Agency Use*
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Unit Price										Print Name/Signature		
Quantity												
Total												
Column Totals												

Form 284B (3-10)  
NFES 2180

Original

\*Initial when changes are posted

14.7 – Exhibit 03

INSTRUCTIONS FOR COMPLETION OF  
COMMISSARY ACCOUNTABILITY RECORD, OF-284  
(Agency-Provided Commissary)

1. Project. Incident 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. 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 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 Item 4, Column d, 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.

14.7 – Exhibit 03 – Continued

INSTRUCTIONS FOR COMPLETION OF  
COMMISSARY ACCOUNTABILITY RECORD, OF-284  
(Agency-Provided Commissary)

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. 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, usually the Commissary Manager.
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 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.

14.7 – Exhibit 03 – Continued

INSTRUCTIONS FOR COMPLETION OF  
COMMISSARY ACCOUNTABILITY RECORD, OF-284  
(Agency-Provided Commissary)

Original Commissary Accountability Records, Commissary Issue Records, Purchase Order Invoice, Transfer Documents, Inventories, and all other supporting documentation are submitted to the incident agency. Copies are retained in the Incident Finance Package (See Chapter 40, Section 45, Exhibit 02).

14.7 – Exhibit 04

COMMISSARY ACCOUNTABILITY RECORD, OF-284

COMMISSARY ACCOUNTABILITY RECORD		1. PROJECT OR - KNF - 060	3. REPORT NUMBER 2	
		2. CAMP NAME Black Ridge		
4. VALUE OF STOCK RECEIVED, TRANSFERRED, OR RETURNED SINCE LAST REPORT				
a. P.O. INVOICE or TRANSFER NO.	b. DATE	c. VENDOR or TRANSFER UNIT	d. DOLLAR VALUE	
(1) P.O. 47-01-156500	8-11-XX	Big Lake Hardware	250	00
(2) P.O. 47-01-156501	8-12-XX	Safeway	85	50
(3) Waybill 1020	8-12-XX	KNF Warehouse	124	50
(4)				
(5)				
(6)				
(7)				
(8)				
(9)				
(10)				
(11)				
(12)				
e. NET CHANGE →			460	00
5. VALUE OF STOCK ON HAND (Item 9 from previous report)			226	00
6. TOTAL (Item 4e plus item 5)			686	00
7. VALUE OF STOCK ISSUED DURING PERIOD (Attach Commissary Manager Copies of OF-287, Commissary Issue Record)			427	50
8. BALANCE (Item 6 minus item 7)			258	50
9. VALUE OF STOCK ON HAND (Physical inventory attached)			258	26
10. DIFFERENCE (Items 8 and 9) <input type="checkbox"/> PLUS <input checked="" type="checkbox"/> MINUS (Explain in Remarks)				24
11. REMARKS .24 Difference due to averaging sock prices.				
12. AUTHORIZED SIGNATURE Lois Gump		13. TITLE Commissary Manager		14. DATE 8-12-XX
I certify that I have determined the accuracy of item 9, and hereby accept responsibility for all items represented.				
15. SIGNATURE Mary Gandall		16. TITLE New Commissary Manager		17. DATE 8-12-XX

NSN 7540-01-120-4061

COMMISSARY FILE  
GPO : 1985 O - 484-271

OPTIONAL FORM 284 (9-81)  
USDA/USDI  
50284-101

## CHAPTER 10 – PERSONNEL

### Section 15 – COMPENSATION FOR INJURY/ILLNESS

#### Contents

15	COMPENSATION FOR INJURY/ILLNESS
15.01	Authorities
15.04	Responsibilities
15.05	Definitions
15.1	Federal Workers' Compensation
15.1-1	Federal Employee's Compensation Act (FECA)
15.1-2	Coverage Under FECA
15.1-3	Authorizing Medical Care
15.1-4	Continuation of Pay (COP)
15.1-5	Selection of Physician
15.1-6	Payment of FECA medical costs
15.2	Agency Provided Medical Care (APMC)
15.2-1	APMC Authority
15.2-2	APMC Coverage and Procedures
15.2-3	Procedures for Authorizing First Aid Treatment Under APMC
15.2-4	Payment of APMC Costs
15.2-5	Procedures for Using APMC
15.3	Procedures and Documentation Requirements for Federal Workers' Compensation (FECA) or APMC
15.3-1	Forms Distribution
15.3-2	Incident Records Retention
15.4	State and Cooperators Workers' Compensation Coverage
15.5	Exhibits
Exhibit 01	Report of Traumatic Injury and Claim for Continuation of Pay/Compensation, CA-1
Exhibit 02	Notice of Occupational Disease and Claim for Compensation, CA-2
Exhibit 03	Authorization for Examination and/or Treatment, CA-16
Exhibit 04	U.S. Department of Labor OWCP District Offices

Section 15 – COMPENSATION FOR INJURY/ILLNESS

Contents – Continued

Exhibit 05	APMC Authorization and Medical Report, FS-6100-16
Exhibit 06	Sample Incident Injury/Illness Log
Exhibit 07	Emergency Firefighter Time Report, OF-288, showing COP for Regular Government Employee
Exhibit 08	Emergency Firefighter Time Report, OF-288, showing COP for a Casual
Exhibit 09	Sample Incident Injury Case File Envelope, OF-313

## Section 15 – COMPENSATION FOR INJURY/ILLNESS

15 – COMPENSATION FOR INJURY/ILLNESS. This section gives specific direction on the role of incident personnel in authorizing and documenting medical treatment.

15.01 – Authorities - There are three separate and distinct programs in this section, each with separate authorities. They are the federal workers' compensation program (Section 15.1), Agency Provided Medical Care (APMC) program (Section 15.2) and state workers' compensation program (Section 15.4). Authorities and procedures for use are explained in each specific section.

### 15.04 – Responsibilities.

1. Incident agency is responsible for:
  - A. Ensuring that appropriate federal and state workers' compensation procedures outlined in this directive are implemented and followed.
  - B. Providing a local contact and local guidelines/procedures for the Compensation/Claims Unit Leader (COMP).
  - C. Providing local treatment center information.
  - D. Establishing agreements with medical providers for Agency Provided Medical Care (APMC), if appropriate.
2. Incident management team is responsible for:
  - A. Providing appropriate and authorized medical attention to injured or ill individuals.
  - B. Forwarding their claims to the home unit in a timely manner so further treatment and medical authorization is not delayed once the employee leaves the incident.
3. Finance/Administration Section Chief is responsible for:



- A. Overseeing the Compensation/Claims Unit to ensure appropriate injury/illness treatment, authorizations, documentation, and timely transmittal of information to the home unit.
- B. Ensuring appropriate utilization of the APMC program and coordinating with the Medical Unit Leader, medical providers, the incident agency, and others who may be involved.

4. Compensation/Claims Unit Leader or Compensation for Injury Specialist is responsible for:

- A. Ensuring the appropriate state or federal forms are properly completed for all work related injuries or illnesses beyond first aid.
- B. Authorizing medical treatment, as appropriate, using state workers' compensation forms, form CA-16, Authorization for Examination or Treatment, or form FS-6100-16, APMC Authorization and Medical Report.
- C. Reviewing medical treatment documentation for work restrictions and informing the individual's supervisor of these restrictions.
- D. Ensuring that necessary paperwork is completed, processed, and forwarded and faxed to the individual's home unit.
- E. Advising individuals of their rights and responsibilities when injured or ill.
- F. Providing information to the Time Unit Leader (TIME) for accurate posting of timesheets for injured/ill individuals.
- G. Providing information to the Time Unit Leader for payroll deduction of non-work related medical expenses.
- H. Following up on the status of hospitalized or medical evacuated incident personnel.
- I. Informing Finance Administration Section Chief (FSC) and Safety Officer of injury/illness and trends occurring on the incident.

5. Supervisor is responsible for:
  - A. Obtaining first aid/medical treatment for the injured person.
  - B. Completing the supervisory portion of claim forms in a timely manner and giving receipt copy of the form to the injured person.
  - C. Following up with the Compensation/Claims Unit for work restrictions and follow-up medical treatment.
  - D. Coordinate with the FSC and the Planning Section for work assignment modifications or recommendations for release from incident.
  - E. Reporting time for injured/ill individual on a Crew Time Report (CTR).
6. Employee is responsible for:
  - A. Notifying the supervisor of injury/illness and requesting first aid or medical treatment if necessary.
  - B. Timely completion of the employee portion of claim forms.
  - C. Obtaining a witness statement.
  - D. Promptly reporting to supervisor any time loss due to injury/illness.
7. Home unit is responsible for:
  - A. Following applicable workers' compensation procedures in cases where follow-up medical care is required and/or when the injury or illness results in lost time beyond the date of injury.
  - B. Submitting claims and medical documentation, as appropriate, to the appropriate workers' compensation office in a timely manner.
  - C. All other case management responsibilities.

15.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code.

1. First Aid. First aid is emergency care or treatment given to an ill or injured person before regular medical care can be obtained. First aid is generally provided by someone other than a physician. On incidents, most first aid is provided in the field or camp by Medical Unit personnel such as Emergency Medical Technicians (EMT).

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

2. Home Unit. Agency office responsible to process and manage the workers' compensation claim

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

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

4. Occupational Disease or Illness. A condition produced by the work environment over a period longer than a single workday or shift. It may result from systematic infection, repeated stress or strain, exposure to toxins, poisons, or fumes, or other continuing conditions of the work environment. (20 CFR Subpart A, 10.5(q); OWCP Publication CA-810, 2-3).

5. Physician. The term "physician" includes doctors of medicine (MDs), surgeons, podiatrists, dentists, clinical psychologists, optometrists,

chiropractors, and osteopathic practitioners within the scope of their practices as defined by state law.

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

7. Timely Submission to the Home Unit. Incident personnel will fax and mail the original claim of injury or illness, along with supplemental information and medical documentation, to the home unit within two days.

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

#### 15.1 - Federal Workers' Compensation

15.1-1 – The Federal Employees' Compensation Act (FECA). The FECA provides compensation benefits to civilian employees of the United States for disability due to personal injury or disease sustained while in the performance of duty. The FECA is the exclusive remedy for federal workers suffering a work related injury/illness. All related medical care including first aid; physician services; surgery; hospitalization; drugs and medicines; orthopedic, prosthetic, and other appliances and supplies; are covered under the FECA. The U.S. Department of Labor, Office of Workers' Compensation Programs (OWCP), administers the FECA (20 CFR Part 10). OWCP has delegated agencies limited medical authorization authority through the proper use of form CA-16, Authorization for Examination and/or Treatment.

15.1-2 – 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 and active duty military personnel.

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.

15.1-3 – Authorizing Medical Care.

1. Traumatic Injuries - OWCP has authorized agencies to issue form CA-16, Request for Examination and/or Treatment, 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, COMP, or the Injury Compensation Specialist (INJR) or other appropriate authorizing official may issue the CA-16. (See Section 15.5, Exhibit 03) The authorizing official shall ensure the appropriate U.S. Department of Labor OWCP District Office address (based on the injured employee's personal home mailing address) is indicated in Block 12 of the CA-16. (See Section 15.5, Exhibit 04)

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 to let the physician know of the concern.

2. 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 can file a claim (CA-2, Notice of Occupational Disease and Claim for Compensation) with OWCP for adjudication of the claim. Do not complete a CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation or issue a CA-16 for occupational disease or illness.

15.1-4 – Continuation of Pay (COP).

1. Definition and Entitlement. When a federal employee, including casuals, sustains a traumatic injury (CA-1 is filed) and seeks medical treatment from a physician, the individual may claim continuation of regular pay (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 commitments ends, or when the casual is released back to duty, whichever occurs first.

There is no entitlement to COP for an occupational disease or illness (CA-2 is filed).

2. Controversion. In questionable situations, the agency may wish to controvert (not pay) COP. The instructions on the back side of 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.

3. 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 guarantee 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 Emergency Firefighter 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 day after 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 as work hours 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.

- A. COP recording guidance for regular government employees.  
The COP rate for a regular government employee is determined by the individual's home unit.

To record COP, initiate a separate column on the Emergency Firefighter Time Report, OF-288. Note "COP" in the Firefighter Classification block. Record "COP" in the Start/Stop columns without clock hours for each full day of disability. Record, in the Hours column, the total time needed to complete the guarantee hours (8, 9, or 10) for that day. Indicate partial days of disability with clock hours and total COP hours in the Hours column. Note date and time of injury and return to duty information in the Remarks block. (See Section 15.5, Exhibit 07)

- B. COP recording guidance for casuals. The COP rate for a casual is the AD hourly rate under which the casual was working at the time of injury. Casuals are entitled to payment of COP for

traumatic injuries for 8 hours per day, 7 days per week, for periods of disability for traumatic injuries, (See Section 15.1-4 regarding length of eligibility).

To record COP, initiate a separate column on the Emergency Firefighter Time Report, OF-288. Note: "COP" in the Firefighter Classification block.

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 clock hours and total COP hours in the Hours column. Note date and time of injury and related information in the Remarks block.

Example: 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 two 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. Record the 4 hours of work time and two hours of travel/medical time in a separate column. (See Exhibit 08.)

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 still may be entitled to their guaranteed 8 hours of pay if not released from the incident (See Chapter 10, Section 13).



15.1-5 – 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.

15.2 – Agency Provided Medical Care (APMC). This is a program under which the agencies pay for limited first aid costs for minor injuries or illnesses that involve only one treatment.

This coverage is separate from the provisions of the Federal Employee's Compensation Act (FECA). APMC is not intended to pay for medical treatment beyond first aid and is not to 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/INJR 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.

15.2-1 – 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.

15.2-2 – APMC Coverage.

1. Appropriate Use. The use of APMC is appropriate for injury/illness first aid cases involving only one APMC visit which occurs on the day of the injury/illness. One follow-up visit is permissible if it occurs during non-duty hours and the employee is agreeable to this. APMC can only be used while the employee remains at the site of the incident. Injury/illness cases treated under APMC cannot have lost time charged to sick leave, annual leave, or Continuation of Pay (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.

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

3. APMC Use for Treatment of Traumatic Injuries. Use of APMC for traumatic injuries must be limited to first aid type of treatment and may not include authorization for therapy, stitches, x-rays, or other non-first aid treatments.

4. APMC Use for Treatment of Occupational Disease and 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 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 a claim under FECA and await OWCP's approval to incur medical expenses.

5. Non-Work Related Injuries/Illness. APMC should not be authorized for non-work related injuries or illnesses. However, in situations where it 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.

6. 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 it is deemed necessary by the incident agency, counsel the employee and ensure that a payroll deduction is made to cover the cost.

7. Contractors. Contract employees may not utilize APMC services.

8. State and Other Non-Federal Employees. State authorities vary and may not allow APMC for state employees under APMC. The sending unit geographic area state or federal incident business management coordinator should be contacted for the state's policy in this matter if the injured individual does not have the information. (State and National Guard employee's coverage is dependent on the contract and/or agreement under which they are dispatched.)

9. Military Personnel. Military medical units will provide treatment for military personnel. (Reference Military Use Handbook, Chapter 100.)

15.2-3 – Procedures to Establish APMC. The FSC coordinates the establishment of APMC through the incident agency.

15.2-4 - 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.

15.2-5 - Procedures for Using APMC

1. 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-076 stands for: Montana, Lolo National Forest. The "076" 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-076, 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.

2. The COMP or INJR issues the APMC Authorization and Medical Report, Form FS-6100-16, 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/INJR so duty status and disability determinations can be made.

3. All APMC cases must have the M# entered on the top of all reporting forms with a notation "Paid by APMC".
4. All authorized services must be summarized on the 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. (See Section 15.6, Exhibit 06.)
5. Do not confuse APMC procedures with either state or federal workers' compensation programs. Do not issue a form CA-16, Authorization for Examination and Treatment for APMC.

15.3 – Procedures and Documentation Requirements for Federal Workers' Compensation (FECA) or APMC.

1. TRAUMATIC INJURY.

Form Required – CA-1, Report of Traumatic Injury and Claim for Compensation.

Action Taken:

- A. Individual completes the front of form as soon as possible and preferably within 48 hours of the injury. Supervisor completes the reverse side, signs, and gives receipt to individual. Individual/supervisor should obtain witness statement(s) if appropriate. Supervisor is responsible for completion if employee is incapacitated.
- B. Leave blocks titled "Occupational code", "Type code", "Source code", "OWCP Agency Code", and "OSHA Site Code" blank. Home unit is responsible to complete.
- C. Compensation for Injury Specialist (INJR) advises individual of rights, benefits, and responsibilities.
- D. INJR authorizes medical care, if appropriate, by issuing:

1. If using FECA procedures: CA-16, Authorization for Examination and/or Treatment, if the case requires any medical treatment. Only one form per injury is issued to the medical provider. OR;
2. If using APMC procedures: FS-6100-16, APMC Authorization and Medical Report for one first aid type of treatment. If a follow-up appointment, after duty hours, is required, INJR issues another FS-6100-16.
3. If verbal authorization is given to the medical provider, forward the authorization form to provider within 24 hours.

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

F. COMP/INJR faxes **and** mails original injury/illness forms, supporting documentation and medical treatment records to the individual's home unit compensation specialist within two days of receipt of the CA-1.

2. OCCUPATIONAL DISEASE (ILLNESS) covered by FECA requiring medical treatment or resulting in lost time.

Form Required – CA-2, Notice of Occupational Disease and Claim for Compensation.

Action Taken:

- A. Individual completes the front of form as soon as possible and preferably within 48 hours. Supervisor completes and signs reverse side.
- B. Leave blocks titled "Occupational code", "Type code", "Source code", "OWCP Agency Code", and "OSHA Site Code" blank. Home unit is responsible to complete.
- C. INJR advises individual of rights, benefits, and responsibilities.
- D. INJR 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.

E. COMP/INJR faxes **and** mails original injury/illness forms, supporting documentation and medical treatment records to the individual's home unit compensation specialist within two days of receipt of the CA-2.

3. FATALITY – See Chapter 60, Accident Investigation and Reporting for incident agency and IMT responsibilities. The individual's home unit processes workers' compensation claim.

15.3-1 – 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/INJR faxes **and** mails original injury/illness forms, supporting documentation and medical treatment records to the individual's home unit compensation specialist within two days of receipt of the CA-1/CA-2. This allows the home unit to review the information, contact the incident if clarification is necessary, meet OWCP reporting requirements and ensure injured workers receive timely and quality service. A temporary copy may be retained by the Compensation/Claims Unit

The Compensation/Claims Unit Leader:

1. Uses the Incident Injury Case File Envelope to file injury forms, supporting documentation, and medical treatment documentation. (See Section 15.5, Exhibit 09)
2. Completes an Incident Injury/Illness Log to document injuries/illnesses. The log may not contain any sensitive information. (S Section 15.5, Exhibit 06)

15.3-2 – Incident Records Retention. All compensation for injury documents are protected by the Privacy Act and shall not be retained in the incident records. Original documents are forwarded to the home unit (See Section 15.3-1) and all temporary copies are destroyed. Retain the Incident Injury/Illness Log in the incident records.

#### 15.4 – State and Cooperators Workers’ Compensation Coverage

1. State Workers’ Compensation. 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. See Section 15.2-2 (8) for APMC coverage.
2. Cooperators. Cooperators are normally covered under their home unit workers’ compensation program, e.g., state, 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.

#### 15.5 - Exhibits

15.5 – Exhibit 01

**NOTICE OF TRAUMATIC INJURY AND  
CLAIM FOR CONTINUATION OF PAY/COMPENSATION, CA-1**

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

**U.S. Department of Labor**  
Employment Standards Administration  
Office of Workers' Compensation Programs

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.

<b>Employee Data</b>			
1. Name of employee (Last, First, Middle) Miller Amy K			2. Social Security Number 123-45-6789
3. Date of birth Mo. Day Yr. 04/25/1966	4. Sex <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	5. Home telephone (208)555-1234	6. Grade as of date of injury Level 7 Step 2
7. Employee's home mailing address (include city, state, and ZIP code) 123 Alpine Road Burley ID 88347			8. Dependents <input checked="" type="checkbox"/> Wife, Husband <input type="checkbox"/> Children under 18 years <input type="checkbox"/> Other

<b>Description of Injury</b>			
9. Place where injury occurred (e.g. 2nd floor, Main Post Office Bldg., 12th & Pine) Warm Lake Incident Base - Tool Sharpening Area			
10. Date injury occurred Mo. Day Yr. 07/12/2008	Time 10:15 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	11. Date of this notice Mo. Day Yr. 07/12/2008	12. Employee's occupation Forestry Technician

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

14. Nature of injury (Identify both the injury and the part of body, e.g., fracture of left leg)  Right thumb laceration	a. Occupation code
	b. Type code      c. Source code
	OWCP Use - NOI Code

**Employee Signature**

15. I certify, under penalty of law, that the injury described above was sustained in performance of duty as an employee of the United States Government and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and the following, as checked below, while disabled for work:

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

b. Sick and/or Annual Leave

I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.

Signature of employee or person acting on his/her behalf Amy K. Miller Date 7/12/2008

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

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

**Witness Statement**

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

Name of witness Piper Lynn	Signature of witness <u>Piper Lynn</u>	Date signed 07/12/2008
Address P.O. Box 33333	City Boise	State ID      ZIP Code 83704



15.5 – Exhibit 01 – Continued

NOTICE OF TRAUMATIC INJURY AND  
CLAIM FOR CONTINUATION OF PAY/COMPENSATION, CA-1

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

**Supervisor's Report**

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

OWCP Agency Code

3924 Development Avenue

OSHA Site Code

Boise ID 83705

18. Employee's duty station (Street address and ZIP code)  
BLM - Boise District Office 3924 Development Avenue Boise ID 83705

19. Employee's retirement coverage  CSRS  FERS  Other, (identify)

20. Regular work hours From: 09:00  a.m.  p.m. To: 06:00  a.m.  p.m.

21. Regular work schedule  Sun.  Mon.  Tues.  Wed.  Thurs.  Fri.  Sat.

22. Date of injury Mo. Day Yr. 07/12/2008

23. Date notice received Mo. Day Yr. 07/12/2008

24. Date stopped work Mo. Day Yr. 07/12/2008 Time: 10:15  a.m.  p.m.

25. Date pay stopped Mo. Day Yr. 07/12/2008

26. Date 45 day period began Mo. Day Yr. 07/13/2008

27. Date returned to work Mo. Day Yr. 07/14/2008 Time: 04:00  a.m.  p.m.

28. Was employee injured in performance of duty?  Yes  No (If "No," explain)

29. Was injury caused by employee's willful misconduct, intoxication, or intent to injure self or another?  Yes (If "Yes," explain)  No

30. Was injury caused by third party?  Yes  No (If "No," go to item 32.)

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

32. Name and address of physician first providing medical care (Include city, state, ZIP code)  
Dr. Converse  
1313 Water Street  
Boise ID 83705

33. First date medical care received Mo. Day Yr. 07/12/2008

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

35. Does your knowledge of the facts about this injury agree with statements of the employee and/or witnesses?  Yes  No (If "No," explain)

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

37. Pay rate when employee stopped work  
\$ 17.70 Per hour

**Signature of Supervisor and Filing Instructions**

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

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

Name of supervisor (Type or print)  
Laine Schwarberg

Signature of supervisor *Laine Schwarberg* Date 07/12/2008

Supervisor's Title  
Supply Unit Leader Office phone (208) 555-1212

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

15.5 – Exhibit 01 – Continued

NOTICE OF TRAUMATIC INJURY AND  
CLAIM FOR CONTINUATION OF PAY/COMPENSATION, CA-1

Instructions for Completing Form CA-1

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

**Employee (Or person acting on the employees' behalf)**

**13) Cause of injury**

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

**14) Nature of injury**

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

**15) Election of COP/Leave**

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

**Supervisor**

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

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

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

**17) Agency name and address of reporting office**

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

**18) Duty station street address and zip code**

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

**19) Employers Retirement Coverage.**

Indicate which retirement system the employee is covered under.

**30) Was injury caused by third party?**

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

**32) Name and address of physician first providing medical care**

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

**33) First date medical care received**

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

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

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

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

**Employing Agency - Required Codes**

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

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

**OWCP Agency Code**

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

15.5 – Exhibit 01 – Continued

NOTICE OF TRAUMATIC INJURY AND  
CLAIM FOR CONTINUATION OF PAY/COMPENSATION, CA-1

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

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

- (1) Continuation of pay for disability resulting from traumatic, job-related injury, not to exceed 45 calendar days. (To be eligible for continuation of pay, the employee, or someone acting on his/her behalf, must file Form CA-1 within 30 days following the injury and provide medical evidence in support of disability within 10 days of submission of the CA-1. Where the employing agency continues the employee's pay, the pay must not be interrupted unless one of the provision's outlined in 20 CFR 10.222 apply.
  - (2) Payment of compensation for wage loss after the expiration of COP, if disability extends beyond such point, or if COP is not payable. If disability continues after COP expires, Form CA-7, with supporting medical evidence, must be filed with OWCP. To avoid interruption of income, the form should be filed on the 40th day of the COP period.
  - (3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc.), or for serious defranchisement of the head, face, or neck.
  - (4) Vocational rehabilitation and related services where directed by OWCP.
  - (5) All necessary medical care from qualified medical providers. The injured employee may choose the physician who provides initial medical care. Generally, 25 miles from the place of injury, place of employment, or employee's home is a reasonable distance to travel for medical care.
- An employee may use sick or annual leave rather than LWOP while disabled. The employee may repurchase leave used for approved periods. Form CA-7b, available from the personnel office, should be studied BEFORE a decision is made to use leave.
- For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Chapter 20, Part 10) or pamphlet CA-810.

**Privacy Act**

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

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

**Receipt of Notice of Injury**

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

Miller, Amy K.

Which occurred on (Mo., Day, Yr.) 07/12/2008

At (Location)

Warm Lake Incident

Signature of Official Superior

*Aime Schunberg*

Title  
Supply Unit Leader

Date (Mo., Day, Yr.)  
07/12/2008

\*U.S. GPO: 1999-454-845/12704

Form CA-1  
Rev. Apr. 1999

15.5 – Exhibit 02

NOTICE OF OCCUPATIONAL DISEASE AND CLAIM FOR  
COMPENSATION, CA-2

Notice of Occupational Disease  
and Claim for Compensation

**U. S. Department of Labor**  
Employment Standards Administration  
Office of Workers' Compensation Programs



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

<b>Employee Data</b>					
1. Name of Employee (Last, First, Middle) Ruby Tim S				2. Social Security Number 123-45-6789	
3. Date of birth	Mo. Day Yr. 07/12/1959	4. Sex M	5. Home telephone (208)555-8181	6. Grade as of date of last exposure	Level 6 Step 5
7. Employee's home mailing address (Include city, state, and ZIP code) 285 Smoke Street Boise ID 87045				8. Dependents <input checked="" type="checkbox"/> Wife, Husband <input type="checkbox"/> Children under 18 years <input type="checkbox"/> Other	
<b>Claim Information</b>					
9. Employee's occupation Forestry Technician				a. Occupation code	
10. Location (address) where you worked when disease or illness occurred (include City, state, and ZIP code) Paper Fire on the Boise National Forest 1275 Oakwood Road ID 87045				11. Date you first became aware of disease or illness Mo. Day Yr. 08/22/2008	
12. Date you first realized the disease or illness was caused or aggravated by your employment Mo. Day Yr. 08/22/2008		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 subjected 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		<b>OWCP Use - NOI Code</b>	
		b. Type code	c. Source code
15. If this notice and claim was not filed with the employing agency within 30 days after date shown above in item #12, explain the reason for the delay. N/A			
16. If the statement requested in item 1 of the attached instructions is not submitted with this form, explain reason for delay. N/A			
17. If the medical reports requested in item 2 of attached instructions are not submitted with this form, explain reason for delay. N/A			

**Employee Signature**

18. I certify, under penalty of law, that the disease or illness described above was the result of my employment with the United States Government, and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and other benefits provided by the Federal Employees' Compensation Act.

I hereby authorize any physician or hospital (or any other person, institution, corporation, or government, agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.

Signature of employee or person acting on his/her behalf Tim S. Ruby Date 8/22/2008

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

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

15.5 – Exhibit 02 – Continued

NOTICE OF OCCUPATIONAL DISEASE AND CLAIM FOR  
COMPENSATION, CA-2

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

<b>Supervisor's Report</b>	
19. Agency name and address of reporting office (include city, state, and ZIP Code)	
USFS, ASC-HCM Workers' Compensation Section	
3900 Masthead St., MS-118	
Albuquerque NM 87109	
20. Employee's duty station (Street address and ZIP Code)	
NIFC 3833 S. Development Avenue Boise ID 83705	
21. Regular work hours	22. Regular work schedule
From: 09:00 a.m. To: 06:00 p.m.	<input type="checkbox"/> Sun. <input checked="" type="checkbox"/> Mon. <input checked="" type="checkbox"/> Tues. <input checked="" type="checkbox"/> Wed. <input checked="" type="checkbox"/> Thurs. <input checked="" type="checkbox"/> Fri. <input type="checkbox"/> Sat.
23. Name and address of physician first providing medical care (include city, state, ZIP code)	
Cascade Medical Center 4720 Deer Lane Cascade ID 88603	
24. First date medical care received	
Mo. Day Yr.	
25. Do medical reports show employee is disabled for work? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
26. Date employee first reported condition to supervisor	27. Date and hour employee stopped work
Mo. Day Yr. 08/22/2008	Mo. Day Yr. 08/22/2008 Time 02:00 a.m. p.m.
28. Date and hour employee's pay stopped	29. Date employee was last exposed to conditions alleged to have caused disease or illness
Mo. Day Yr. Time 08:00 a.m. p.m.	Mo. Day Yr. 08/22/2008
30. Date returned to work	Time 08:00 a.m. p.m.
31. If employee has returned to work and work assignment has changed, describe new duties	
Employee assigned light duty at the incident base and is not to be exposed to smoke for two days. Employee can return to fireline after two days.	
32. Employee's Retirement Coverage <input type="checkbox"/> CSRS <input checked="" type="checkbox"/> FERS <input type="checkbox"/> Other, (Specify)	
33. Was injury caused by third party?	34. Name and address of third party (include city, state, and ZIP code)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "No," go to Item 34.	

**Signature of Supervisor**

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

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

Name of Supervisor (Type or print)  
Tammy Bull

Signature of Supervisor *Tammy Bull* Date 08/22/2008

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

15.5 – Exhibit 02 – Continued

NOTICE OF OCCUPATIONAL DISEASE AND CLAIM FOR  
COMPENSATION, CA-2

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

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

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

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

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

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

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

**Privacy Act**

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

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

**Receipt of Notice of Occupational Disease or Illness**

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

Ruby, Tim S.

I was first notified about this condition on (Mo., Day, Yr.) 08/22/2008

At (Location)

Paper Fire - Boise National Forest

Signature of Official Superior

Title

Date (Mo., Day, Yr.)

*Jammy Bull*

Strike Team Leader

08/22/2008

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

15.5 – Exhibit 02 – Continued

NOTICE OF OCCUPATIONAL DISEASE AND CLAIM FOR  
COMPENSATION, CA-2

**INSTRUCTIONS FOR COMPLETING FORM CA-2**

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

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

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

**1) Employee's statement**

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

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

**2) Medical report**

- a) Dates of examination or treatment.
- b) History given to the physician by the employee.
- c) Detailed description of the physician's findings.
- d) Results of x-rays, laboratory tests, etc.
- e) Diagnosis.
- f) Clinical course of treatment.
- g) Physician's opinion as to whether the disease or illness was caused or aggravated by the employment, along with an explanation of the basis for this opinion. (Medical reports that do not explain the basis for the physician's opinion are given very little weight in adjudicating the claim.)

**3) Wage loss**

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

**Supervisor (Or appropriate official in the employing agency)**

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

- a) Describe in detail the work performed by the employee. Identify fumes, chemicals, or other irritants or situations that the employee was exposed to which allegedly caused the condition. State the nature, extent, and duration of the exposure, including hours per days and days per week, requested above.
- b) Attach copies of all medical reports (including x-ray reports and laboratory data) on file for the employee.
- c) Attach a record of the employee's absence from work caused by any similar disease or illness. Have the employee state the reason for each absence.
- d) Attach statements from each co-worker who has first-hand knowledge about the employee's condition and its cause. (The co-workers should state how such knowledge was obtained.)
- e) Review and comment on the accuracy of the employee's statement requested above.

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

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

**14. Nature of the disease or illness**

Give a complete description of the disease or illness. Specify the left or right side if applicable (e.g., rash on left leg; carpal tunnel syndrome, right wrist).

**19. Agency name and address of reporting office**

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

**23. Name and address of physician first providing medical care**

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

**24. First date medical care received**

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

**32. Employee's Retirement Coverage.**

Indicate which retirement system the employee is covered under.

**33. Was the injury caused by third party?**

A third party is an individual or organization (other than the injured employee or the Federal government) who is liable for the disease. For instance, manufacturer of a chemical to which an employee was exposed might be considered a third party if improper instructions were given by the manufacturer for use of the chemical.

**Employing Agency - Required Codes**

**Box a (Occupational Code), Box b. (Type Code), Box c (Source Code), OSHA Site Code**  
The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Booklet 2014, Record Keeping and Reporting Guidelines.

**OWCP Agency Code**

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

15.5 – Exhibit 03

AUTHORIZATION FOR EXAMINATION AND/OR TREATMENT, CA-16

Authorization for Examination  
And/Or Treatment

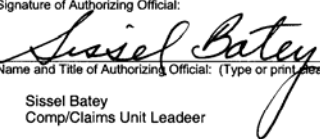
U.S. Department of Labor  
Employment Standards Administration  
Office of Workers' Compensation Programs



The following request for information is authorized by law (5 USC 8101 et. seq.). Benefits and/or medical services expenses may not be paid or may be subject to suspension under this program unless this report is completed and filed as requested. Information collected will be handled and stored in compliance with the Freedom of Information Act, the Privacy Act of 1974 and OMB Cir. No. A-108.

OMB No.: 1215-0103  
Expires: 09-30-91

**PART A - AUTHORIZATION**

1. Name and Address of the Medical Facility or Physician Authorized to Provide the Medical Service: Dr. Converse 1313 Water Street Boise, ID 83705		
2. Employee's Name (last, first, middle) Miller, Amy K.	3. Date of Injury (mo., day, yr.) 7/12/08	4. Occupation Forestry Technician
5. Description of Injury or Disease: Right Thumb Laceration		
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 11, subject to the condition stated in item A, and to the condition indicated either 1 or 2, in item B.  A. Your signature in item 35 of Part B certifies your agreement that all fees for services shall not exceed the maximum allowable fee established by OWCP and that payment by OWCP will be accepted as payment in full for said services.  B. <input checked="" type="checkbox"/> 1. Furnish office and/or hospital treatment as medically necessary for the effects of the injury. Any surgery other than emergency must have prior OWCP approval.  <input type="checkbox"/> 2. There is doubt whether the Employee's condition is caused by an injury sustained in the performance of duty, or is otherwise related to the employment. You are authorized to examine the employee using indicated non-surgical diagnostic studies, and promptly advise the undersigned whether you believe the condition is due to the alleged injury or to any circumstances of the employment. Pending further advice you may provide necessary conservative treatment if you believe the condition may be to the injury or to the employment.		
7. If a Disease or Illness is Involved, OWCP Approval for Issuing Authorization was Obtained from: (Type Name and Title of OWCP Official)	8. Signature of Authorizing Official:  9. Name and Title of Authorizing Official: (Type or print clearly) Sissel Batey Comp/Claims Unit Leader	
10. Local Employing Agency Telephone Number: (208) 555-0123	11. Date (mo., day, year) 7/12/08	
12. Send one copy of your report: (Fill in remainder of address)  <b>U.S. DEPARTMENT OF LABOR</b> Employment Standards Administration Office of Workers' Compensation Programs 1111 Third Avenue, Suite 650 Seattle, WA 98101-3212  (See Exhibit 04 for OWCP District Office list)	13. Name and Address of Employee's Place of Employment:  Department or Agency U. S. Department of Interior  Bureau or Office Bureau of Land Management  Local Address (Including Zip Code) 3924 Development Avenue Boise, ID 83705	

**Public Burden Statement**

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing burden, to the Office of Information Management, Department of Labor, Room N1301, 200 Constitution Avenue, N.W., Washington, D.C. 20210; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.



15.5 – Exhibit 03 – Continued

**AUTHORIZATION FOR EXAMINATION AND/OR TREATMENT, CA-16**

<b>PART B - ATTENDING PHYSICIAN'S REPORT</b>			
14. Employee's Name (last, first, middle)			
15. What History of Injury or Disease Did Employee Give You?			
16. Is there any History or Evidence of Concurrent or Pre-existing Injury, Disease, or Physical Impairment? (If yes, please describe) <input type="checkbox"/> Yes <input type="checkbox"/> No		16a. ICD-9 Code <div style="border: 1px solid black; width: 100px; height: 15px;"></div>	
17. What are Your Findings? (Include results of X-rays, laboratory tests, etc.)		18. What is your diagnosis?	18a. ICD-9 Code <div style="border: 1px solid black; width: 100px; height: 15px;"></div>
19. Do You Believe the Condition Found was Caused or Aggravated by the Employment Activity Described? (Please explain your answer if there is doubt.) <input type="checkbox"/> Yes <input type="checkbox"/> No			
20. Did Injury Require Hospitalization? If yes, date of admission (mo., day, year) Date of discharge (mo., day, year)		21. Is Additional Hospitalization Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
22. Surgery (If any, describe type)		23. Date Surgery Performed (mo., day, year)	
24. What (Other) Type of Treatment Did You Provide?		25. What Permanent Effects, If Any, Do You Anticipate?	
26. Date of First Examination (mo., day, year)	27. Date(s) of Treatment (mo., day, year)	28. Date of Discharge from Treatment (mo., day, year)	
29. Period of Disability (mo., day, year) (If termination date unknown, so indicate) Total Disability: From _____ To _____ Partial Disability: From _____ To _____		30. Is Employee Able to Resume <input type="checkbox"/> Light Work      Date: _____ <input type="checkbox"/> Regular Work      Date: _____	
31. If Employee is Able to Resume Work, Has He/She been Advised? <input type="checkbox"/> Yes <input type="checkbox"/> No      If Yes, Furnish Date Advised			
32. If Employee is Able to Resume Only Light Work, Indicate the Extent of Physical Limitations and the Type of Work that Could Reasonably be Performed with these Limitations.			
33. General Remarks and Recommendations for Future Care, if Indicated. If you have made a Referral to Another Physician or to a Medical Facility, Provide Name and Address.			
34. Do You Specialize? <input type="checkbox"/> Yes <input type="checkbox"/> No      (If Yes, state specialty)			
35. SIGNATURE OF PHYSICIAN. I certify that all the statements in response to the questions asked in Part B of this form are true, complete and correct to the best of my knowledge. Further, I understand that any false or misleading statement or any misrepresentation or concealment of material fact which is knowingly made may subject me to felony criminal prosecution.		36. Address (No., Street, City, State, Zip Code)	
		37. Tax Identification Number	38. Date of Report

**MEDICAL BILL:** Charges for your services should be presented to the AMA standard "Health Insurance Claim Form" (AMA OP 407/408/409; OWCP-1500a, or HCFA 1500). Service must be itemized by Current Procedural Terminology Code (CPT 4) and the form must be signed.

15.5 – Exhibit 04

U.S. DEPARTMENT OF LABOR OWCP DISTRICT OFFICES

**U.S. Department of Labor OWCP District Offices**

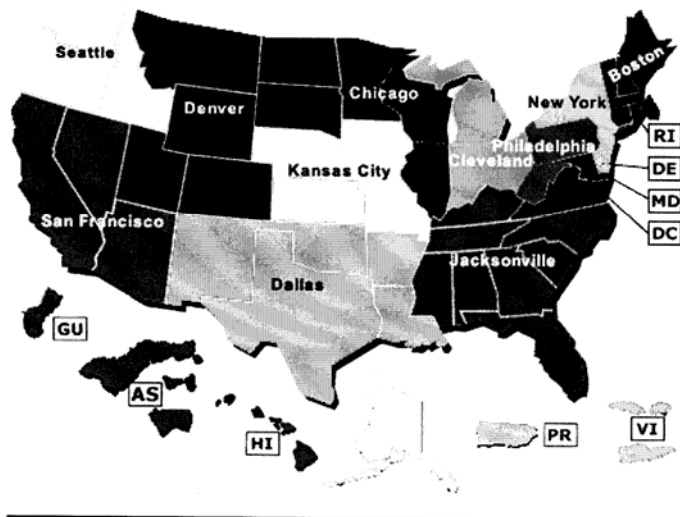
Based on the home mailing address of the employee listed in block 7 on the CA-1 or CA-2, use the following OWCP District Office address to properly complete block 12 on Form CA-16.

<p><b><u>District Office 1--Boston</u></b> – (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont). <b>U. S. Dept. of Labor, OWCP</b> <b>JFK Federal Building Room E-260,</b> <b>Boston, MA 02203</b></p>	<p><b><u>District Office 11--Kansas City</u></b> - (Iowa, Kansas, Missouri, and Nebraska) <b>U. S. Dept. of Labor, OWCP</b> <b>Two Pershing Square Building</b> <b>2300 Main Street, Suite 1090</b> <b>Kansas City, MO 64108-2416</b></p>
<p><b><u>District Office 2--New York</u></b> - (New Jersey, New York, Puerto Rico, and the Virgin Islands) <b>U. S. Dept. of Labor, OWCP</b> <b>201 Varick Street, Room 740</b> <b>New York, NY 10014</b></p>	<p><b><u>District Office 12--Denver</u></b> - (Colorado, Montana, No. Dakota, So. Dakota, Utah, and Wyoming) <b>U. S. Dept. of Labor, OWCP</b> <b>1999 Broadway, Suite 600</b> <b>Denver, CO 80202</b></p>
<p><b><u>District Office 3--Philadelphia</u></b> - (Delaware, Pennsylvania, and West Virginia; Maryland when the claimant's residence has a zip code beginning 21***) <b>U. S. Dept. of Labor, OWCP</b> <b>Curtis Center, Suite 715 East</b> <b>170 S. Independence Mall West</b> <b>Philadelphia, PA 19106-3308</b></p>	<p><b><u>District Office 13--San Francisco</u></b> - (Arizona, California, Hawaii, and Nevada) <b>U. S. Dept. of Labor, OWCP</b> <b>90 Seventh St., Suite 15300</b> <b>San Francisco, CA 94103</b></p>
<p><b><u>District Office 6--Jacksonville</u></b> - (Alabama, Florida, Georgia, Kentucky, Mississippi, No. Carolina, So. Carolina, and Tennessee) <b>U. S. Dept. of Labor, OWCP</b> <b>400 West Bay Street, Room 826</b> <b>Jacksonville, FL 32202</b></p>	<p><b><u>District Office 14--Seattle</u></b> - (Alaska, Idaho, Oregon, and Washington) <b>U. S. Dept. of Labor, OWCP</b> <b>1111 Third Avenue, Suite 650</b> <b>Seattle, WA 98101-3212</b></p>
<p><b><u>District Office 9--Cleveland</u></b> - (Indiana, Michigan, Ohio; All special claims and all areas outside the U.S., its possessions, territories and trust territories) <b>U. S. Dept. of Labor, OWCP</b> <b>1240 East Ninth Street, Room 851</b> <b>Cleveland, OH 44199</b></p>	<p><b><u>District Office 16--Dallas</u></b> - (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas) <b>U. S. Dept. of Labor, OWCP</b> <b>525 South Griffin Street, Room 100</b> <b>Dallas, TX 75202</b></p>
<p><b><u>District Office 10--Chicago</u></b> - (Illinois, Minnesota, Wisconsin) <b>U. S. Dept. of Labor, OWCP</b> <b>230 South Dearborn Street, Eighth Floor</b> <b>Chicago, IL 60604</b></p>	<p><b><u>District Office 25--Washington, D. C.</u></b> - (District of Columbia, Virginia; Maryland when the claimant's residence has a zip code beginning other than 21***) <b>U. S. Dept. of Labor, OWCP</b> <b>800 N. Capitol Street, N.W., Room 800</b> <b>Washington, D.C. 20211</b></p>

15.5 – Exhibit 04 – Continued

U.S. DEPARTMENT OF LABOR OWCP DISTRICT OFFICES

U.S. Department of Labor OWCP District Office Map



15.5 – Exhibit 05

APMC AUTHORIZATION AND MEDICAL REPORT, FS-6100-16

USDA-Forest Service		FS 6100-16 (01/05)	
<b>AGENCY PROVIDED MEDICAL CARE AUTHORIZATION AND MEDICAL REPORT</b> (Physician or Medical Facility Form may be used for Medical Report) (Refer to FSH 5109.34, IIBMh Chptr 10, Section 15)			
<b>Part A Authorization</b>			
1. Medical Resource Request "M Number" <b>M-2</b>			
2. Procurement Identification (BPA/Field PO No., etc)			
3. Responsible Payment Unit <b>Boise National Forest</b>			
4. Employee Name <b>Tim Ruby</b>		5. Social Security No. <b>123-45-6789</b>	
4a. Occupation <b>Forestry Tech</b>		8. Date of Injury <b>08/22/XXXX</b>	
6. Employing Agency <b>Forest Service, Boise National Forest</b>			
7. Home Unit and Address Send Bills To:  <b>Boise National Forest 1275 Oakwood Road Boise, ID 87045</b>			
9. Physician/Medical Facility:  <b>Cascade Medical Center 4720 Deer Lane Cascade, ID 88603</b>			
9a Description of Injury or Disease:  <b>Smoke Inhalation</b>  <small>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.</small>			
10. Authorizing Signature (Agency Admin/Line Officer, FSC, or COMP) <i>Margo Hankins COMP</i>		11. Date <b>08/22/XXXX</b>	
<b>Part B Attending Physician's Report</b>			
1. Evaluation or Diagnosis:  <b>Smoke inhalation resulting in a bronchial infection.</b>			
2. Description of Treatment:  <b>Broncial therapy and medication</b>			
3. Medicine Prescribed and Potential Side Effects:  <b>10 days antibiotics</b>			
4. Work Restrictions (if any) and length of restrictions.  <b>Do not expose to smoke for 2 days – then can return to fireline duty. Can work in a non-smoky environment.</b>			
5. Physician's Signature <i>J. Worcester M.D.</i>		6. Date <b>08/22/XXXX</b>	

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)

OVER

15.5 – Exhibit 05 – Continued

APMC AUTHORIZATION AND MEDICAL REPORT, FS-6100-16

**Employing Office Instructions**

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

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

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

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

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

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

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

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

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

Compensation Specialist Name	<b>Margo Hornback</b>
Agency Unit Headquarters	<b>Boise National Forest</b>
Phone Number	<b>208-555-1212</b>



15.5 – Exhibit 07

**EMERGENCY FIREFIGHTER TIME REPORT, OF-288**  
**SHOWING COP FOR REGULAR GOVERNMENT EMPLOYEE**

EMERGENCY FIREFIGHTER TIME REPORT										1. Identification Number <b>F 7114472</b>										
2. Social Security Number <b>123-45-6789</b>			3. Initial Employment (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No			4. Type of Employment (X One) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> Other														
5. Transferred from			6. Hired At			7. Employee Has (X One) <input type="checkbox"/> Been Discharged <input type="checkbox"/> Quit		8. Entitled to Return Travel Time (X One) <input type="checkbox"/> Yes <input type="checkbox"/> No		9. Entitled to Return Transportation (X One) <input type="checkbox"/> Yes <input type="checkbox"/> No										
ZIP CODE MUST BE ENTERED BELOW						IN CASE OF EMERGENCY NOTIFY														
10. Name (First, Middle, Last) <b>Amy K. Miller</b>						15. Name <b>Sam Miller</b>														
11. Street Address <b>BLM Boise District Office, 3924 Development Ave.</b>						16. Street Address <b>123 Alpine Road</b>														
12. City <b>Boise</b>		13. State <b>ID</b>		14. Zip Code <b>83705</b>		17. City <b>Burley</b>		18. State <b>ID</b>		19. Telephone No. (Include Area Code) <b>208-555-1234</b>										
20. FIRE LOCATION IDENTIFICATION																				
Column A			Column B			Column C			Column D											
1. Fire Name <b>Warm Lake</b>			1. Fire Name <b>Warm Lake</b>			1. Fire Name <b>Warm Lake</b>			1. Fire Name											
2. Fire No. <b>ID-BOD-005161</b>			3. Unit Code			2. Fire No. <b>ID-BOD-005161</b>			3. Unit Code											
4. Fire Location <b>BOD</b>			5. State <b>ID</b>			4. Fire Location <b>BOD</b>			5. State <b>OR</b>											
6. Firefighter Classification <b>FFT2</b>			7. Rate <b>GS</b>			6. Firefighter Classification <b>COP</b>			7. Rate <b>GS</b>											
8. Date and Time a. Year <b>XXXX</b>			8. Date and Time a. Year <b>XXXX</b>			8. Date and Time a. Year <b>XXXX</b>			8. Date and Time a. Year											
Mo. b.	Day c.	Start d.	Stop e.	Hours f.	Mo. b.	Day c.	Start d.	Stop e.	Hours f.	Mo. b.	Day c.	Start d.	Stop e.	Hours f.	Mo. b.	Day c.	Start d.	Stop e.	Hours f.	
07	10	1800	2200	4.00	07	13	COP		8.00	07	17	0700	1300	6.00						
07	11	0700	2100	14.00H	07	14	0900	1300	4.00	07	17	1400	2000	6.00						
07	12	0700	1015	3.25	07	14	1400	1600	2.00	07	18	0900		T						
07	12	Guarantee		4.75																
07	14	1600	1800	2.00																
07	15	0700	2100	14.00H																
07	16	0600	2000	14.00																
9. Total Hours				→ 56.00	9. Total Hours				→ 14.00	9. Total Hours				→ 12.00	9. Total Hours				→	
10. Gross Amount (Item 7 X Item 9)				→	10. Gross Amount (Item 7 X Item 9)				→	10. Gross Amount (Item 7 X Item 9)				→	10. Gross Amount (Item 7 X Item 9)				→	
11. Inclusive Dates				→ 07/10 - 07/16	11. Inclusive Dates				→ 07/13 - 07/14	11. Inclusive Dates				→ 07/17 -	11. Inclusive Dates				→	
12. Time Officer's Signature <b>/s/ Carol Smith</b>					12. Time Officer's Signature <b>/s/ Carol Smith</b>					12. Time Officer's Signature <b>/s/ Carol Smith</b>					12. Time Officer's Signature					
13. Date Signed 07/16/XX					13. Date Signed 07/16/XX					13. Date Signed					13. Date Signed					
21. SHOW 'H' FOR HAZARD PAY AND 'E' PLUS % FOR ENVIRONMENTAL DIFFERENTIAL IN THE 'HOURS' COLUMN FOR REGULAR EMPLOYEES.												22. Commissary Record								
										a. Date	b. Item	c. Amount								
A. Comm. 180/2600	B. Rate	C. Miles / Hours	D. Accounting Classification			E. Object Class			F. Amount											
			(a)	(b)	(c)	(a)	(b)	(c)		07/16/XX	Toiletries	11.00								
										Total		11.00								
23. Remarks <b>7/12 Injured at 1015 Returned to duty at incident.</b>												24. ADO Check Number and Stamp								
NOTE: The above items are correct and proper for payment from available appropriations.																				
25. Employee Signature <b>/s/ Amy K. Miller</b>						26. Time Officer (Signature) <b>/s/ Carol Smith</b>														

\* Equipment rentals must be supported with OF-294 and OF-297  
NSN 754-01-124-7633  
OPTIONAL FORM 288 (Rev. 3/83)  
USDA/USDI  
50288-102

15.5 – Exhibit 08

**EMERGENCY FIREFIGHTER TIME REPORT, OF-288**  
**SHOWING COP FOR A CASUAL**

<b>EMERGENCY FIREFIGHTER TIME REPORT</b>										1. Identification Number <b>F 7114481</b>				
2. Social Security Number <b>987- 65- 4321</b>			3. Initial Employment (X one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			4. Type of Employment (X One) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> Other								
5. Transferred from			6. Hired At <b>ID-BOD</b>		7. Employee Has (X One) <input type="checkbox"/> Been Discharged <input type="checkbox"/> Quit		8. Entitled to Return Travel Time (X One) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9. Entitled To Return Transportation (X One) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
ZIP CODE MUST BE ENTERED BELOW										IN CASE OF EMERGENCY NOTIFY				
10. Name (First, Middle, Last) <b>Jose Valdez</b>										15. Name <b>Maria Valdez</b>				
11. Street Address <b>842 West End</b>										16. Street Address <b>(Same)</b>				
12. City <b>Nampa</b>			13. State <b>ID</b>		14. Zip Code <b>83651</b>			17. City		18. State				
								19. Telephone No. (include Area Code) <b>208-555-4321</b>						
<b>20. FIRE LOCATION IDENTIFICATION</b>														
Column A			Column B			Column C			Column D					
1. Fire Name <b>Warm Lake</b>			1. Fire Name <b>Warm Lake</b>			1. Fire Name <b>Warm Lake</b>			1. Fire Name <b>Warm Lake</b>					
2. Fire No. <b>ID-BOD-005161</b>			2. Fire No. <b>ID-BOD-005161</b>			2. Fire No. <b>ID-BOD-005161</b>			2. Fire No. <b>ID-BOD-005161</b>					
3. Unit Code			3. Unit Code			3. Unit Code			3. Unit Code					
4. Fire Location <b>BOD</b>			4. Fire Location <b>BOD</b>			4. Fire Location <b>OR</b>			4. Fire Location <b>OR</b>					
5. State <b>ID</b>			5. State <b>OR</b>			5. State <b>OR</b>			5. State <b>BOD</b>					
6. Firefighter Classification <b>FFT2 / AD-C</b>			6. Firefighter Classification <b>FFT2 / AD-C</b>			6. Firefighter Classification <b>COP</b>			6. Firefighter Classification <b>FFT2 / AD-C</b>					
7. Rate <b>13.24</b>			7. Rate <b>13.24</b>			7. Rate <b>13.24</b>			7. Rate <b>13.24</b>					
8. Date and Time a. Year <b>XXXX</b>			8. Date and Time a. Year <b>XXXX</b>			8. Date and Time a. Year <b>XXXX</b>			8. Date and Time a. Year					
Mo. Day Start Stop Hours <b>08 01 2000 2400 4.00T</b>			Mo. Day Start Stop Hours <b>08 04 Guarantee 6.50</b>			Mo. Day Start Stop Hours <b>08 05 COP 8.00</b>			Mo. Day Start Stop Hours <b>08 08 1000 T</b>					
<b>08 02 0001 0130 1.50T</b>						<b>08 06 COP 8.00</b>			<b>Carol Smith</b>					
<b>08 02 1800 2400 6.00</b>						<b>08 07 COP 8.00</b>								
<b>08 02 Guarantee 0.50</b>														
<b>08 03 0001 0800 8.00</b>														
<b>08 03 2000 2400 4.00</b>														
<b>08 04 0001 0130 1.50</b>														
9. Total Hours <b>25.50</b>			9. Total Hours <b>6.50</b>			9. Total Hours <b>24.00</b>			9. Total Hours					
10. Gross Amount (Item 7 X Item 9)			10. Gross Amount (Item 7 X Item 9)			10. Gross Amount (Item 7 X Item 9)			10. Gross Amount (Item 7 X Item 9)					
11. Inclusive Dates <b>08/01 - 08/04</b>			11. Inclusive Dates <b>4-Aug</b>			11. Inclusive Dates <b>08/05 - 08/07</b>			11. Inclusive Dates					
12. Time Officer's Signature <b>/s/ Carol Smith</b>			12. Time Officer's Signature <b>/s/ Carol Smith</b>			12. Time Officer's Signature <b>/s/ Carol Smith</b>			12. Time Officer's Signature					
13. Date Signed <b>08/04/XX</b>			13. Date Signed <b>08/04/XX</b>			13. Date Signed <b>08/07/XX</b>			13. Date Signed					
21. SHOW "H" FOR HAZARD PAY AND "E" PLUS % FOR ENVIRONMENTAL DIFFERENTIAL IN THE "HOURS" COLUMN FOR REGULAR EMPLOYEES.										22. Commissary Record				
A. Comm. BO 2600										a. Date				
B. Rate										b. Item				
C. Miles / Hours										c. Amount				
D. Accounting Classification (a) (b) (c)														
E. Object Class (a) (b) (c)														
F. Amount														
										Gross Salary				
										or Equip.				
										Rental				
										<b>Total</b>				
23. Remarks <b>08/04 Injured at 0130</b> <b>08/08 Released from hospital, transported home.</b>										24. ADO Check Number and Stamp				
NOTE: The above items are correct and proper for payment from available appropriations.										Gross Earning				
										Comm. Deduct.				
										Net Earning				
25. Employee Signature <b>/s/ Jose Valdez</b>					26. Time Officer (Signature) <b>/s/ Carol Smith</b>									

\* Equipment rentals must be supported with OF-294 and OF-297

NSN 754-01-124-7633

OPTIONAL FORM 288 (Rev. 3/83)  
USDA/USDI  
50288-102



15.5 – Exhibit 09

SAMPLE INCIDENT INJURY CASE FILE ENVELOPE, OF-313

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

**CHECK LIST FOR CASE FILES**

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

CLAIMANT ASSIGNED TO:

(Crew Name or OH Section)

CLAIMANT'S HOME UNIT:

*BLM Boise District Office*  
(Agency)  
*3924 Development Ave.*  
(Address)

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

SUPERVISOR ON INCIDENT: *Laine Schwarberg*

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

*3924 Development Ave.*  
(Address)

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

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

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

COMPENSATION FOR INJURY SPECIALIST/UNIT LEADER NAME <i>Sissel Batey</i>	HOME UNIT TELEPHONE NUMBER (W/AREA CODE) (208) 555-1212	FINANCE/ADMIN SECTION CHIEF INITIALS <i>sg</i>
--	---	--

## CHAPTER 10 – PERSONNEL

### Section 16 – TRAVEL

#### Contents

16	TRAVEL
16.03	Policy
16.04	Responsibilities
16.1	Incident/Incident Agency Requirements
16.2	Foreign Travel

## Section 16 – TRAVEL

### 16 – TRAVEL

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

### 16.04 – Responsibilities.

1. Home unit is responsible for providing authorization to travel in accordance with agency regulations and policy.
2. Regular government employees and casuals are responsible for:
  - A. Obtaining information regarding home unit travel policies, procedures and requirements before commencing travel.
  - B. Following established incident agency procedures.
3. Incident agency is responsible for providing agency requirements and guidelines regarding subsistence, lodging and transportation policies to the incident management team and incident support units/personnel, e.g., buying team, expanded dispatch, administrative payment team.

### 16.1 – Incident/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:

1. Lodging. Incident resources may be housed in motels/hotels. The incident agency or incident management team should provide these facilities through a procurement method, at no cost to the individual.

When the incident agency does not provide lodging, regular government employees should follow their home unit policy for the use of a government issued charge card to obtain lodging. Employing agency per diem rates must be adhered to.

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 miscellaneous 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 [www.gsa.gov](http://www.gsa.gov).

2. Meals. The incident agency may provide meals through the use of designated restaurants under a procurement method, at no cost to the individual. Meal cost (excluding alcohol), plus gratuity should not exceed the allowed meal rate amount. If the meal selected by the individual exceeds the established meal rate, the individual is responsible to pay the vendor directly for the difference.

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

3. Cash Advances. Most federal agencies have abolished the imprest fund and are unable to provide cash advances to emergency incident personnel. Individuals (regular government employees and casuals) should be prepared to meet their personal needs with personal cash or credit cards.

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

4. Rental Cars. Use of rental cars while assigned to an incident must be authorized by the incident agency or incident, 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 Emergency Equipment Rental Agreement (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. (See Section 17.2 for foreign travel requirements.)

The U.S. Government Car Rental 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 (See Chapter 20, Section 24.3-3.) The agreement can be found at [www.sddc.army.mil/](http://www.sddc.army.mil/).

5. Privately-Owned Vehicle (POV). Individuals may be requested to use their privately-owned vehicle (POV) for official business when such use is advantageous to the government. The individual is reimbursed for use through a mileage rate. The mileage rate reimburses the individual for fuel, wear and tear, and insurance costs. Damage to a POV is not covered under the Military and Civilian Employees Claims Act. Individuals claim damage through their private insurer. Prior approval must be in writing for a federal government employee or federal casual to seek reimbursement for the use of a POV.

6. Incidental Expenditure Rate. The incidental expenditure rate for all emergency assignments, where meals and lodging are provided, is \$3.00 per day, for federal regular government employees. See agency specific directives or policy for exceptions.

7. 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. Commercial and/or contract transportation methods may be used.

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 done 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.

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 deviate from the normal travel route home are considered “no longer available” and are not entitled to travel time home nor 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 time record (OF-288) for use by the payment unit. This documentation shall also 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. See Section 12.3 for administratively controllable return travel procedures.

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. Travel costs from this new location to the original departure point, if an additional cost to the government, is at the individuals’ expense.

8. GSA Travel Exceptions. In certain instances, GSA will invoke exceptions to the Federal Travel Regulations, for a period of time, to ensure travelers are able to conduct official government travel in a safe manner. These exceptions, e.g., modes of transportation, non-direct route could result from international events, times of war, disease outbreaks, travel advisories, etc.

9. 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 the Pay Plan for Emergency Workers, Section 13.6 Exhibit 01.

## 16.2 – Foreign Travel

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

1. 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.
2. 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.
3. VISA. Obtain a VISA if required, for entry into the foreign country.
4. Immunization Record. Additional immunizations may be required.
5. Government Travel Charge Card. Ensure monthly limits are adequate. Contact your unit's agency program coordinator prior to start of travel.
6. Cash or Traveler's Checks. Estimate needed amount based on projected length of assignment.
7. 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. (Tickets or being arrested for any violation should be reviewed with a Canadian Representative if necessary.) Individuals are personally responsible for any fines; no reimbursement is authorized.
8. Country-Specific Information. Obtain information concerning the countries vegetation, insects, climate, and housing/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.

9. 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.

10. 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.

11. Car Rental 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.

12. Personal Traveler's Insurance. Personal traveler's 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 551.209(b) discusses the foreign exemption criteria.



# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## CHAPTER 20 – ACQUISITION

### Contents

20.01	Authority
20.01-1	Delegations of Procurement Authority
20.03	Policy
20.04	Responsibilities
20.05	Definitions
21	REQUISITIONING PROCEDURE
21.1	Incident Agency Procedures
21.2	Incident Requisitioning Procedures
22	INCIDENT AGENCY SERVICE AND SUPPLY PLAN
23	SOURCES OF SUPPLY
23.1	National Cache System
23.2	General Services Administration (GSA)
23.3	National Contracts
24	ACQUISITION METHODS
24.1	Government Charge Cards and Convenience Checks
24.2	Land Use and Facility Rental Agreements
24.3	Emergency Equipment Rental Agreements (EERA), OF-294
24.3-1	Ordering Equipment
24.3-2	General Guidelines for Equipment Hire
24.3-3	Hiring Methods
25	UNIQUE ITEMS
25.1	Agency Provided Commissary
25.1-1	Commissary Requisitions
25.1-2	Commissary Acquisition
25.1-3	Commissary Returns
25.2	Government Telephone Systems
25.3	Agency Provided Medical Care (APMC)
25.4	Subsistence and Lodging Provisions
25.5	Purchases for Cooperators
25.5-1	Military
25.6	Water
25.7	Awards

## CHAPTER 20 – ACQUISITION

### Contents – Continued

26	EERA ADMINISTRATION
26.1	Ordering
26.2	Inspections
26.3	Documentation
26.4	Forms Distribution
26.5	Equipment Release
26.6	Contract Claims
27	PAYMENTS
27.1	Emergency Equipment Rental Agreement, (EERA)
27.2	National Interagency Fire Center (NIFC) Contracts
28	EXHIBITS
Exhibit 01	Equipment and Method of Hire National Standards
Exhibit 02	Resource Order Form, ICS-259-9
Exhibit 03	Emergency Equipment Rental Agreement, OF-294
Exhibit 04	Emergency Equipment Rental Agreement, OF-294 Instructions
Exhibit 05	Emergency Equipment Rental Agreement, OF-294 ( <b>TEST FORM</b> )
Exhibit 06	Emergency Equipment Rental Agreement, OF-294 ( <b>TEST FORM</b> ) Instructions
Exhibit 07	Vehicle/Heavy Equipment Safety Inspection Checklist, OF- 296
Exhibit 08	Vehicle/Heavy Equipment Safety Inspection Checklist, OF- 296 Instructions
Exhibit 09	Emergency Equipment Shift Ticket, OF-297.
Exhibit 10	Emergency Equipment Shift Ticket, OF-297 Instructions
Exhibit 11	Emergency Equipment Shift Ticket, OF-297 ( <b>TEST FORM</b> )
Exhibit 12	Emergency Equipment Shift Ticket, OF-297 ( <b>TEST FORM</b> ) Instructions
Exhibit 13	Emergency Equipment Use Invoice, OF-286.
Exhibit 14	Emergency Equipment Use Invoice, OF-286 Instructions
Exhibit 15	Emergency Equipment Use Invoice, OF-286 ( <b>TEST FORM</b> )

CHAPTER 20 – ACQUISITION

Contents – Continued

Exhibit 16	Emergency Equipment Use Invoice, OF-286 ( <b>TEST FORM</b> ) Instructions
Exhibit 17	Emergency Equipment Fuel and Oil Issue, OF-304
Exhibit 18	Emergency Equipment Fuel and Oil Issue, OF-304 Instructions
Exhibit 19	Emergency Equipment Fuel and Oil Issue, OF-304 ( <b>TEST FORM</b> )
Exhibit 20	Emergency Equipment Fuel and Oil Issue, OF-304 ( <b>TEST FORM</b> ) Instructions
Exhibit 21	Emergency Equipment Rental-Use Envelope, OF-305.

## CHAPTER 20 – ACQUISITION

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

20.01 – Authority. Federal agencies 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.

20.01-1 – 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. 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.

Procurement officers, e.g., procurement unit leaders and buying team members, must have a home-unit issued government charge card and/or convenience checks with purchase authority that can be used on incident assignments.

20.03 – 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.

20.04 – Responsibilities.

1. Incident agency is responsible for:
  - A. Establishing and annually updating a Service and Supply Plan.
  - B. Providing incident agency specific acquisition guidelines to the incident management team (IMT) and incident support units.
  - C. Determining need for additional acquisition personnel with applicable procurement authority (e.g., Buying Team, contracting officer, purchasing agent).
  
2. Procurement Unit Leader is responsible for:
  - A. Administering all financial matters pertaining to vendor contracts.
  - B. Implementing incident agency policy and ensuring compliance with policy and procedures found in this handbook.
  - C. Supervising the equipment time recorders and other procurement unit staff.
  - D. Coordinating with the incident support units to assure that the needs of the incident agency and IMT are met.
  
3. Buying team is responsible for:
  - A. Supporting incident procurement through coordination with the incident agency administrative staff. (See Chapter 40, Section 43 on Buying Team Coordination.)
  - B. Coordinating 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.
  - C. Providing the incident agency with acquisition documentation established during the incident assignment.
  - D. Coordinating with the incident agency and IMT to ensure incident agency procurement regulations and property accountability requirements are met.

20.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code.

1. Contracting Officer’s Technical Representative (COTR) or Contracting Officer’s Representative (COR). An individual designated by the contracting officer to provide technical support for the contract within specific authority and limitations as specified in the delegation. The COTR/COR must be agency certified.
2. Incident Contracting Officer (ICO). The Bureau of Land Management has delegated limited procurement authority to persons meeting ICO requirements. ICOs may only establish Emergency Equipment Rental Agreement (EERA) using an established Geographic Area Supplement for equipment rates. ICOs may not settle contract claims or negotiate land use or other agreements.
3. Daily Rate. Applies to a calendar day (0001-2400).
4. Single Shift. Equipment is staffed with one operator or crew. A normal shift is 12-16 hours long.
5. Double Shift. Equipment is staffed with two operators or crews (one per shift). A normal shift is 12-16 hours long.
6. Work Rate. Hourly or per mile rate of pay.

## 21 – REQUISITIONING PROCEDURE.

21.1 – Incident Agency Procedures. Request for goods and services must be supported by a resource order or requisition in accordance with incident agency policy.

21.2 – Incident Requisitioning Procedures. Incident personnel requisition supplies, equipment, and services on a Resource Order form (See Section 28, Exhibit 01). The Resource Order form is used in lieu of agency requisition forms.

22 – INCIDENT AGENCY SERVICE AND SUPPLY PLAN. Incident agencies shall maintain a Service and Supply Plan that identifies local resources. These plans should be established pre-season. 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:

1. Emergency Equipment Rental Agreements, OF-294, including Service Contract Act wage rates for the area.
2. Land Use and Facility Rental Agreements.
3. Blanket Purchase Agreements.
4. Other agency contracts.
5. 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.
6. Local interagency agreements and annual operating plans.
7. Geographic area supplement for standard emergency equipment rental rates covering different types of equipment and vehicles.
8. Geographic area supplemental food policy, which may restrict the national policy.
9. Geographic area AD Exception Position rates.
10. Local warehouse inventory of non-cache items, e.g., chairs, fax machines, phones, coolers.
11. Contact names and telephone numbers for incident agency acquisition staff, geographic area cache and local warehouse/cache, etc.

23 – SOURCES OF SUPPLY. The procurement officer shall evaluate the availability of goods and services, price, and delivery costs, and select that source best meeting incident needs, including but not limited to the following:

23.1 – National Cache System. Common and special purpose incident items are stocked as part of the National Cache System at Category I and Category II caches. Orders for items needed for the incident and for immediate stock

replenishment should be directed to the appropriate cache using the dispatch coordination system.

23.2 – General Services Administration (GSA). GSA publishes a Wildland Fire Suppression catalog geared to the needs of agencies involved in fire suppression. Where required delivery can be met, GSA is the mandatory source of supply for federal agencies. 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.

23.3 – 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. See the National Interagency Mobilization Guide for ordering procedures. Contracts are available electronically at [www.fs.fed.us/fire/contracting](http://www.fs.fed.us/fire/contracting).

1. Airtanker services.
2. Type I and Type II helicopter services.
3. Aircraft services for transport and smokejumper transport.
4. Portable retardant base equipment rental.
5. Bulk retardant.
6. Mobile Food and Shower Services. The administration of mobile food and shower contracts is the joint responsibility of the USDA-FS-NIFC Contracting Unit and the using agency. The incident Logistics Section Chief is designated in the contract as the Contracting Officer Representative (COR) and as such, is authorized and responsible to



administer the contract. The incident agency or IMT should order a certified Contracting Officer's Technical Representative (COTR) concurrently with the resource order for the food or shower unit. The COTR assists the Logistics Section Chief with contract administration duties.

A. The National Mobile Food Services Contract is the mandatory source for federal wildland firefighting agencies in the western United States and Alaska if food preparation is needed at the incident and the number of meals to be served meets the parameters in the contract. See current contract for requirements at [www.fs.fed.us/fire/contracting](http://www.fs.fed.us/fire/contracting). When local food services sources are utilized, national contract specifications, e.g., sack lunch specifications, should be used as guidelines to assure adequate services are provided.

B. 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.

Refer to [www.fs.fed.us/fire/contracting](http://www.fs.fed.us/fire/contracting) for additional national contracts that may be available for use.

24 – 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 more favorable 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.

24.1 – 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. Micropurchase 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. 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.

24.2 – 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, field use for incident base camp, fence repair, the agreement is therefore binding.

The rental requirements are usually short term, for an undefined period, and open only during the length of the incident. 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 (See Appendix B – Tool Kit).

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

24.3 – Emergency Equipment Rental Agreements (EERA), OF-294. (See Section 28, Exhibits 02 and 03.) It is appropriate to use the EERA for the rental of equipment, property, and animals. Since actual equipment needs of the incident agency and availability of rental equipment during the emergency incidents cannot be determined, arrangements for pre-season sign-up of such equipment shall be made by the incident agency to ensure prompt and economical acquisition.

To avoid duplication and insure coordination among agencies, where agency procedures permit, only one pre-season agreement should be initiated with each contractor for the same piece of equipment.

Agencies should initiate pre-season agreements with only those contractors whose base of operations is within the local area.

24.3-1 – Ordering Equipment. (Also see Section 26.1, Ordering under EERA Administration and the National Interagency Mobilization Guide Chapter 20, Section 23.)

1. 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, contractor's costs of doing business is established at their home base and do not change when they travel to incidents outside their geographic area.
2. Fire chasing. Equipment not ordered through the resource ordering system, which arrives at an incident 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:
  - A. Prior to use, establish a resource order to document the need.
  - B. 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 EERA rate is significantly higher than local agreements and/or established geographic area rates, a new agreement shall be established for the incident only and shall not exceed local or geographic area rates.

C. 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 rates.

D. 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”.

E. Point of hire should be the incident. **Compensation for travel to and from the incident will not be allowed.**

F. Replace equipment with the most cost effective resource at the earliest convenience as determined by operations personnel managing the equipment at the incident.

24.3-2 – General Guidelines for Equipment Hire. At the time of sign-up, the procurement officer is responsible to:

1. Discuss the terms and conditions of the EERA with the contractor. EERAs should specify exactly what is included in the rental rate.
2. Emphasize that federal, state, or local laws and regulations will apply regardless of the nature of the emergency. These include but are not limited to:

State Workers’ Compensation Laws  
U.S. Department of Labor Service Contract Act  
Federal Motor Carrier Safety Regulations  
Fair Labor Standards Act (FLSA)  
Occupational Safety and Health Administration (OSHA) Regulations

3. Discuss current work/rest and length of assignment policies (See Chapter 10, Section 12.7-1 & 12.7-2).
4. 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 worker’s compensation coverage the resource shall be declined and another supplier utilized.

5. Discuss established local and out of area dispatch procedures with the contractor to discourage fire chasing.
6. Discuss incident behavior responsibilities with the contractor. The contractor and their employees shall comply with all established incident behavior responsibilities. The Incident Behavior form (PMS 935) can be found in Section 13.6 Exhibit 21. This includes, but is not limited to, the following policy:

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 unlawful drugs 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, request for sexual favors, and other verbal or physical conduct of a sexual nature 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 1604.11)

7. 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 the same.
8. Discuss with the contractor that by signing the contract/agreement, the contractor agrees to comply with all the terms and conditions and that failure to do so will result in release from the incident and possible termination of the EERA/contract.

24.3-3 – Hiring Methods. Most equipment should be obtained through a pre-season 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. See Exhibit 01 for Equipment and Method of Hire National Standards.

Work rate is defined as an hourly or mileage rate and shall apply when equipment is under hire as ordered by the government and on shift, including relocation of equipment under its own power.

Daily rate is defined as paid on a calendar day basis (0001-2400). Operated equipment may be hired under the daily rate for a single shift or a double shift. Single shifted equipment is staffed with one operator or crew. Double shifted equipment is staffed with two operators or crews (one per shift) and must be ordered and documented on a resource order. (See OF-294 clauses for payment information.) Regardless of hiring method, on-shift time for operated equipment will be recorded with clock hours on the appropriate document, e.g., equipment hired under a daily rate will be posted with start and stop time for daily work.

25 – UNIQUE ITEMS. Normal purchasing restrictions apply to emergency incident operations. However, special circumstances exist which may necessitate the acquisition of unique items, e.g., copy machines, facsimile machines, and computers, goods, or services, e.g., medical providers. Incident agency 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.

Purchase or rental of recreational/entertainment items are subject to agency direction and appropriation authorities. See incident agency appropriation authorities/direction and incident agency operating guidelines for incident business administration. (See 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.)

#### 25.1 – Agency Provided Commissary.

25.1-1 – Commissary Requisitions. Commissary Managers shall 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.

25.1-2 – Commissary Acquisition. The procurement official shall:

1. Purchase commissary items separately from other items.
2. Arrange with vendors for return of unused items.
3. 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".
4. Verify items received and complete Commissary Accountability Record, OF-284, (See Chapter 10, Section 14.7, Exhibits 03 and 04).
5. Forward commissary items and the original and one copy of the OF-284 to the incident Commissary Manager.
6. Maintain file of OF-284s that have been accepted and signed by the Commissary Manager.

25.1-3 – Commissary Returns. Commissary returns should be documented by the vendor's issuance of a credit memorandum and documented in the incident records.

25.2 – Government Telephone Systems. Incident personnel may be provided access to a government telephone system.

1. Regular government employee's home unit regulations and incident agency regulations are considered in 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. Personal calls at government expense are limited to regular government employees.

2. 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. Normally, there are restrictions that prohibit adding additional phones or increasing the existing system capabilities to allow for calls of a personal nature. This does not prohibit the installation of pay phones, provided there is no charge to the government.

3. 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.

25.3 – Agency Provided Medical Care (APMC). Contract personnel may not utilize APMC services.

25.4 – Subsistence and Lodging Provisions. Subsistence and lodging are normally provided to incident personnel.

1. Food at Official Duty Station. 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 (5 U.S.C. 5536).

This is considered a personal expense, and the regulation prohibits receiving compensation in addition to the pay and allowances fixed by law. Similar state regulations may apply to state personnel.

2. 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:

A. Emergency personnel are in the field engaged in emergency operations (e.g., search and rescue, firefighting activities – fireline personnel), **and**

B. The operational period prevents personnel from taking meals at home or in the normal office/work station environment.



Agencies may provide meals to personnel engaged in support of emergencies, if they 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.

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

A. 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.

B. 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*.\*

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.

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" drink (containing caffeine, guarana, ephedra, and other stimulants), etc. are not allowed under this policy. Special or cultural dietary needs will be met through the National Mobile Food Services Contract or catered meals and not through this policy.

\* From: Sharkey, Brian, et al., *Feeding the Wildland Firefighter*, Fire Tech Tips, July 2002. (<http://www.fs.fed.us/t-d/pubs/>)

25.5 – Purchases for Cooperators.

25.5-1 – Military. Chapter 50, Section 53 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 Systems (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 assure needs are met and procurements are proper. (Reference annual MAFFS Operating Plan, published through NIFC, Forest Service Fire and Aviation Management for detailed information.)

25.6 – 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.

25.7 – Awards.

Emergency incident funds **cannot** be used to provide monetary or non-monetary awards to personnel.

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

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

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

26.1 – Ordering. At the time equipment is ordered the ordering official shall:

1. Specify conditions of hire, e.g., number of operators, contractor or government-provided operator and/or supplies, equipment ordered.
2. Inform contractor where and when to report, and location of inspection site.
3. Negotiate point of hire and time of hire. The time under hire (Emergency Equipment Rental Agreement, General Clauses, Clause 2) shall begin at the time designated by the ordering official, or when equipment transportation or work starts and the required operators are available, whichever comes later. The ordering official documents date and time of hire on Emergency Equipment Shift Ticket, OF-297.
4. Issue incident order number and request number to contractor and inform them to provide the Finance/Administration Section with a copy of the EERA and any certification or documentation required by the agreement.
5. Coordinate hiring of casuals with hiring official for government-provided operator.
6. Ensure delivery of Emergency Equipment Rental-Use Envelope, OF-305, and related documents to the Finance/Administration Section.

26.2 – Inspections. At the time of hire, all equipment must be inspected using the Vehicle/Heavy Equipment Safety Inspection Checklist, OF-296, (Section 28, Exhibits 07 and 08). The person authorized to place the order with the vendor must coordinate with the agency-identified inspector to complete the inspection at point of hire. The Logistics Section Chief is responsible to ensure that adequate inspections are completed for all equipment arriving at the incident.

Equipment signed up under a pre-season EERA and inspected at the time the EERA is established, must be re-inspected at time of incident use.

If inspection of the equipment cannot occur at time of ordering, it must take place upon arrival at the incident or designated location. The contractor should supply a copy of the original inspection at this time.

26.3 – Documentation. The Finance/Administration Section will assure the equipment time is properly recorded in accordance with the terms and

conditions of the EERA and document significant events during the period of rental. Appendix B – Tool Kit, provides examples of documents that can be used to track incident equipment use, deductions, etc. The following forms will be utilized to document equipment use:

1. Emergency Equipment Rental Agreement (EERA), OF-294.

Documents the agreement with the contractor and sets forth the terms and conditions of rental.

Using the EERA, procurement officers, with delegated authority, are authorized to enter into agreements with contractors for the rental of equipment (See Section 28, Exhibits 03 and 04).

2. Vehicle/Heavy Equipment Safety Inspection Checklist, OF-296.

Documents the overall condition of the equipment prior to use and at the time of release and ensures the equipment is suitable for incident use. This form is completed and signed by a qualified agency representative and the contractor (See Section 28, Exhibits 07 and 08).

3. Emergency Equipment Shift Ticket, OF-297. Documents daily equipment use and will be used to post equipment time to the Emergency Equipment Use Invoice. This document 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 insure the posting has been accomplished. Instructions for completing the shift ticket are in Section 28, Exhibit 10. Section 28, Exhibit 09 shows the use of form OF-297 in keeping time for a dozer rented with operator.

4. 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 Emergency Equipment Rental Agreement, OF-294, have been calculated and entered correctly. Section 28, Exhibit 14 contains instructions for the OF-286. Section 28, Exhibit 13 shows a sample OF-286 for a dozer rented with operator. In lieu of the OF-286, an original commercial vendor invoice

with authorizing government official signature may be used. Signatures shall be legible.

5. Emergency Equipment Fuel and Oil Issue, OF-304. Documents quantities of fuel, oil, or other operating supplies provided by the incident. The Ground Support Unit Leader establishes 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, (See Section 28, Exhibits 17 and 18).

6. Other Supporting Documents. Other documents relating to the rental of equipment include:

- A. Resource Order Form. (Section 28, Exhibit 02)
- B. Commissary Issue Records.
- C. Agency-provided repairs, parts and supply invoices.
- D. Contract claim documentation.
- E. Emergency Firefighter Time Report, OF-288.
- F. Performance evaluations.

7. Emergency Equipment Rental-Use Envelope, OF-305. This envelope consolidates all above forms and any other documents relating to the EERA.

It includes a checklist that indicates items contained in the envelope, agreement information, and whether any administrative follow-up is required (See Section 28, Exhibit 21).

The envelope is prepared at the time of hire by the hiring official and will contain a copy of the EERA 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.

26.4 – Forms Distribution. The Emergency Equipment Rental Agreement, OF-294 and Emergency Equipment Use Invoice may be computer generated. These forms should always be distributed as follows:

1. Contractor.
2. Ordering office (incident agency).
3. Payment office (original invoice, signed in other than black ink).
4. Incident Finance Package, (See Chapter 40, Section 45, Exhibit 05).

The Emergency Equipment Shift Ticket, OF-297 and Emergency Equipment Fuel and Oil Issue, OF-304, are color coded for ease of distribution and are to be distributed as follows.

1. Goldenrod to Contractor
2. White to the ordering office (incident agency).
3. Pink to payment office (original legible signature – signed in other than black ink).
4. Blue to incident finance package.

The Emergency Equipment Fuel and Oil Issue, OF-304 has additional copies of the form used for the following:

1. Second Pink is used if payment record is necessary to pay fuel vendor for fuel, oil, or supplies.
2. Green is issued to individual receiving the products.

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

26.5 – Equipment Release. When the equipment is released, the Procurement Unit Leader or Buying Team Leader will ensure:

1. A release inspection is completed.
2. All time, additions, and deductions are posted and computations are correct.
3. A Demobilization Checkout, ICS-221, has been signed.
4. Release travel time is posted to the invoice.
5. The release date and time from the incident are documented. Payment documents should include estimated travel time to 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.
6. Proper legible signatures are obtained in other than black ink. The contractor or contractor's representative indicates whether there are any claims.
7. Performance evaluation has been completed by the first line supervisor. 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.
8. All payment documentation is placed in the Emergency Equipment Rental-Use Envelope, OF-305, the face of the envelope completed, and the envelope is transmitted to the incident agency or other designated payment office as indicated in the contract.

26.6 – 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”. Each settlement shall include a contracting officer's determination and findings. (See 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 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:

1. Incident personnel shall not advise, comment, or solicit a contractor's claim.
2. While there is no specific form on which to file a claim, the claim must be in writing and include the following:
  - A. Claimant's complete name, mailing address, and phone number.
  - B. Legible signature of the equipment owner or legal representative.
  - C. Claimant's statement of facts concerning the damage.
  - D. Claimant's itemized listing of the amount claimed, including estimated values of equipment before damage.
  - E. Witness statements if available.
3. The incident supervisor managing the equipment is 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:
  - A. Description of the damage and circumstances leading to the damage; including location of the area, sequence of events, weather, and road conditions.
  - B. Law enforcement investigation report if applicable.
  - C. List of witnesses and statements.



D. Sketches, maps, diagrams, or photographs of the scene or equipment.

4. Incident personnel having knowledge of potential claims should provide that information to the Procurement Unit Leader or contracting officer.
5. 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.
6. 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 Rental Invoice, OF-286, to protect the right to file. (See Appendix B – Tool Kit.)

27 – 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:

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

27.1 – Emergency Equipment Rental Agreement (EERA). Unless otherwise specified in the EERA, the agency with jurisdictional responsibility is responsible for payment. The following documents, when applicable, should be submitted for payment of EERAs:

1. Documented proof that the equipment was ordered in accordance with agency procedures. If the order originates through an automated resource

ordering system, the Resource Order Number, e.g., E# is required. A detailed report from the automated system may be requested at a later date for audit purposes. (See Exhibit 02.) If the order does not originate through an automated system, then a copy of the Resource Order is necessary.

2. Copy of the Emergency Equipment Rental Agreement, OF-294.
3. Original Emergency Equipment Shift Tickets, OF-297, vendor provided daily work sheet, or other document provided by incident.
4. Original Emergency Equipment Use Invoice, OF-286 or original commercial vendor invoice (indicate incident name, number and resource order number).
5. Emergency Equipment Fuel and Oil Issue, OF-304, (if deductions are made) or a log with approving official legible signature included.
6. Copy of pre and post Vehicle/Heavy Equipment Safety Inspection Checklists OF-296.
7. Repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment.

27.2 – National Interagency Fire Center (NIFC Contracts). Payments for national contracts such as mobile food and showers issued through NIFC are made by the Forest Service Incident Finance Branch at the Albuquerque Service Center. Payment procedures are set forth in the contract which can be found at [www.fs.fed.us/fire/contracting](http://www.fs.fed.us/fire/contracting).

## 28 – EXHIBITS.

The Exhibits Section includes test forms that are available for use. The test forms have been submitted for approval as official forms through GSA.

28 – Exhibit 01

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

**EQUIPMENT & METHOD OF HIRE NATIONAL STANDARDS**

Preseason EERA's, competitive or otherwise, shall use the method of hire (MOH) identified in this list. This list is not meant to be all-inclusive in equipment specifications and typing. Equipment must conform to the specifications developed by the equipment committee and adhere to any applicable agency policies including safety. Operator qualifications can be found in the 310-1 Wildland Fire Qualification System Guide on the National Wildfire Coordinating Group website at: <http://www.nwccg.gov/pms/docs/PMS310-1.pdf> In circumstances where preseason EERA's have been exhausted and an "at incident" EERA is necessary, the MOH identified below is the preferred MOH. Commercial practices should be used if they are deemed more appropriate except for equipment required to be solicited competitively\*. Each Geographic Area shall use these methods of hire when developing standard rates published in Chapter 20 supplements to the Interagency Incident Business Management Handbook.

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Air Conditioner	Portable air conditioner		Weekly / Monthly	No	Y	
All Terrain Vehicle		Categories: 4 wheel 6 wheel (Gator)	Daily Dry Without operator	No	Y	
Ambulance	Emergency response vehicle	Incorporate into contract the cost of transports to medical facilities and completion of required documentation. Incident will restock consumables used	Daily Wet With 2 Operators	S/D	N	
Backhoe	Rubber-tired tractor with bucket		Daily Wet With operator	S	N	
Boat		Categories: Boat Fire Boat	Daily Wet With operator	No	Y	
Briefing Area Package	Stage, bleachers, and PA system		Daily/ Weekly	No	Y	

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Bus, Coach	Bus with comfortable seats for longer travel.	47 person minimum capacity A/C 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	Daily rate or mileage, whichever is greater With one operator Wet	No	Y	
Bus, Crew Carrier	School type bus.	22 person minimum capacity + tools/equipment Compliant with state and federal DOT. Driver and all operating supplies Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33 Max age 1977	Daily rate or mileage, whichever is greater With one operator Wet Travel expenses to and from incidents are not paid	No	Y	2010
Bus, Shuttle	Van Chassis, 18-32 passenger	18 person capacity min 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	Daily rate or mileage, whichever is greater With operator Wet Travel expenses to and from incidents are not paid	No	Y	
Caterer, Mobile	For catered meals under the minimum order on NIFC national contracts. These are other than the national contracts.		Per Meal (Breakfast, Lunch, Dinner) Plus Mobilization Plus Mileage	No	Y	
Chainsaw Repair Unit	On-site chainsaw repair	Specify provisions for supplying and the cost of repair parts	Daily Wet With operator	S	N	

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Chair, Folding	In lots of 50 or larger.		Weekly / Monthly	No	Y	
Chipper	Wood chipper		Daily Dry With or Without operator	No	Y	
Computer	Computer and associated equipment and networking	Categories: Desktop Laptop Network Equipment Other Computer Peripherals Printer	Weekly / Monthly	No	Y	
Copier	Paper copier, black and white or color		Weekly / Monthly plus rate per copy	No	Y	
Crew, Camp	10 person crew, including leader		Hourly	n/a	n/a	
Crew, Strike Team (Used in R6 only)	2 20-Person Suppression Crews plus a Strike Team Leader with vehicle		Hourly	n/a	n/a	
Crew, Suppression		Type II Specifications included in NWCG Fireline Handbook, PMS 410-1, page A-37	Hourly	n/a	n/a	

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Dozer	Crawler Tractor with dozer blade	Type I – Min. 200 HP and greater Type II – Min. 100 HP – 199 HP Type III – Min. 50 HP – 99 HP  Plus minimum requirements. Rate includes service vehicle.	Daily Wet With operator If law requires a pilot vehicle, the Government will reimburse upon submission of an invoice.	S/D	N	2009
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, 400-750 Gal Type 6 - 30 GPM at 100 PSI, 150-400 Gal Type 7 - 10 GPM at 100 PSI, 50-200 Gal  Plus minimum requirements. Note that the typing standard included is included in the Fireline Handbook, PMS 410-1, page A-40. Each engine must comply with engine specifications described above.	Daily Wet With Operators	S/D	N	2007
Engine Strike Team (Used in PNW GACC only)	An engine strike team consists of 5 engines plus a strike team leader with vehicle.		Daily Wet With Operators	S/D	N	2007

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.  
Page 4

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Excavator	Crawler mounted hydraulic excavators	Type 1 85,000 lbs 231+ HP Type 2 60,000 lbs 161-230 HP Type 3 50,000 lbs 136-160 HP Type 4 44,000 lbs 111-135 HP Type 5 35,000 lbs 86-110 HP Type 6 25,400 lbs 76-85 HP Type 7 18,400 lbs 61-75 HP Type 8 14,000 lbs 50-60 HP  Plus minimum requirements. Rate includes service vehicle.	Daily rate Wet With Operator If law requires a pilot vehicle, the Government will reimburse upon submission of an invoice.	S/D	N	2009
Faller	1 Faller Unit (qualified faller, saw, transportation)	Min 67 cc saw w/ 32 in. bar per faller	Daily	S	N	2010
Faller Module	2 Faller Units (2 qualified fallers, saws, and transportation)	Min 67 cc saw w/ 32 in. bar per faller	Daily	S	N	2010
Fax Machine	Machine to fall and cut trees	Type 1 226 HP and greater Type 2 160 HP to 225 HP  Plus minimum requirements.	Weekly / Monthly Daily Wet With operator	No S	Y N	2009
Forklift Forwarder	Used to move logs, but adapted with water tank	Type 1 Minimum 200 HP, 1500 gal Type 2 Min 140 HP, 1200 gal Type 3 Min 100 HP, 1000 gal Type 4 Min 90 HP, 850 gal Type 5 Min 70 HP, 750 gal  All Types: Pump rating 30 gpm @ 70 psi	Daily/ Weekly Daily rate Wet With operator	No S	Y N	2009

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.  
Page 5

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Front End Loader	An earthmoving machine with a scoop in front.		Daily Wet With operator	S	N	
Fuel Tender	Fuel truck used as a fuel station at incidents.	Categories: Gas/Diesel/Lubricant Jet Fuel Vendor's fuel price should reflect all applicable taxes and rounded to the nearest whole cent.	Daily rate Wet With operator	S/D	No	2010
Generator	Portable electricity generator		Daily/ Weekly Dry Without operator	No	Y	
GIS Unit	Mobile unit for providing GIS services	GIS Unit standard is available from the EaTIS internal website.	Daily Wet With operator(s) Plus mileage rate	No	Y	2008
Golf Cart	Small powered cart		Daily /Weekly/ Monthly Dry Without operator	No	Y	
Handwashing Station, Portable	2 or 4 station plastic sink units with foot pump		Daily/ Weekly Without operator	No	Y	2010
Handwashing Station, Trailer Mounted	Self contained trailers with hot and cold water.		Daily/ Weekly With operator	No	Y	2010
Hazmat Unit			Daily Wet With operator	No	Y	
Heater	Portable		Daily, Weekly	No	Y	

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.  
Page 6



28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Incident Support Package (RS only)	Trailers, lighting, generator, handwashing unit		Daily/ Weekly Wet With operator	No	Y	
Infra-Red Imager		Categories: Forward Looking Infrared Imager (FLIR) Palm IR (e.g. Probeye)	Daily/ Weekly	No	Y	
Lighting	Lighting systems and mobile light towers		Daily/ Weekly Dry Without operator	No	Y	
Lowboy, including tilt trailers	Heavy equipment transport, including truck & trailer.		Daily Weekly Wet With operator (Reduce rate if operator also operates the equipment being hauled.) If law requires a pilot vehicle, the Government will reimburse upon submission of an invoice.	S/D (Daily) S only (Weekly)	N	2009
Masticator (includes slash buster)	Machine for grinding vegetation		Daily Wet With operator	S	N	
Medical Equipment, including EMT / Paramedic Kits		EERA should specify who will pay for restocking consumables used.	Daily / Weekly	No	Y	2009

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.  
Page 7

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Mobile Laundry	Complete laundry unit		Hourly Wet With operator(s) Plus fee based on weight	n/a	n/a	2008
Office, Clerical Support Module	Mobile office used for operations center		Daily With or without operator	S	N	2008
Office, Modular	Vacant job shack type trailer with air conditioner and steps		Monthly	No	Y	
Pack String	Horse or mule pack team		Daily With packer/wrangler	No	Y	
Pallet Jack	Hand unit for moving pallets		Daily/ Weekly / Monthly	No	Y	
Printer	Various types of computer printers		Weekly / Monthly	No	Y	
Pump, Fire (Portable)	Small water pump		Daily/ Weekly rate	No	Y	
Pumper Cat	Track vehicle with water tank	Type 1, Minimum 200+ HP, 500+ gal Type 2, Min 100-199 HP, 325-499 gal Type 3, Min 60-99 HP, 200-324 gal All Types: Pump rating – 30 gpm @ 70 psi	Daily Wet With operator	S/D	N	2007

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.  
Page 8

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Refuse Collection	Dump box or garbage truck		Daily / Weekly / Monthly Plus dump/service fees	No	Y	
Road Grader	Used for building roads	Type 1 200 – 250 HP Type 2 145 – 199 HP Type 3 115 – 144 HP Type 4 75 – 114 HP Plus minimum requirements.	Daily Wet With operator	S	N	
Satellite Kit	Contains a dish or antenna and phones		Daily	No	Y	
Satellite Phone				No	Y	
Skidder	Used for moving logs.	Type 1 200+ HP Type 2 140 - 199 HP Type 3 101 – 139 HP Type 4 81 – 100 HP Type 5 up to 80 HP Plus minimum requirements.	Daily / Monthly Daily Wet With operator	No S/D	N	2009
Skidgine	Combined skidder and engine vehicle.	Type 1 200+ HP 30gpm @ 70psi, 400-600 gallons Type 2 140 - 199 HP 30gpm @ 70psi, 200-399 gal All Types: Pump Capacity – 30 gpm @ 70 psi Plus minimum requirements.	Daily Wet With operator	S/D	N	2007
Sleeper Unit, Mobile	Mobile unit to provide sleeping accommodations		Daily Wet With operator	No	Y	

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.  
Page 9

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Soft Track	Skidgine run on a tank or dozer track	Type 1 (600+ Gal, min 170 HP) Pump Capacity: 30 gpm @ 70 psi	Daily Wet With operator	S/D	N	2007
Spill Kit	Used to contain hazardous material spills		Daily	No	Y	
Super Skidgine	Forwarder or Skidder modified to transport 800+ gallons of water	Type 1, 176+ HP, 1200 + gal Type 2, 75-175 HP, 800-1199 gal All types: Pump Capacity – 50 gpm @ 100 psi	Daily Wet With operator	S/D	N	2007
Table			Weekly / Monthly	No	Y	
Tank, Portable (Water Storage)	Self-standing storage tank, PUP, dip tank, etc.		Daily / Weekly	No	Y	
Tender, Potable Water		Must meet state and local certification requirements Government may provide potable water or reimburse fees.	Daily Wet With Operator	S/D	N	2010
Tender, Water (Support)	Includes Water Truck	Type 1 (5000+ gal / 300gpm) Type 2 (2500-4999 gal / 200gpm) Type 3 (1000-2499 gal / 200gpm)	Daily Wet With operator	S/D	N	2007
Tender, Water (Tactical)		Plus minimum standards. Note that the typing standard is included in Fireline Handbook, 410-1, page A-40.				
		Type 1 (5000+ gal) Type 2 (2500-4999 gal) Type 3 (1000-2499 gal) Plus minimum requirements. Operator must meet fireline qualifications	Daily rate Wet With operator	S/D	N	2007
Tent / Canopy			Daily / Weekly	No	Y	2008

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.  
Page 10

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Toilet, Portable	Includes daily servicing	EERA to specify contractor's responsibility for daily tracking and to obtain signature of the Facilities Unit Leader on the shift ticket	Daily/ Weekly Additional fees for relocation or extra service	No	Y	2010
Tractor – Plow		Type 1 (165 HP) Type 2 (140 HP) Type 3 (120 HP) Type 4 (90 HP) Type 5 (70-80 HP) Type 6 (42-60 HP)  Note that the typing standard included is included in the Fireline Handbook, 410-1, page A-36.	Daily Wet With operator	S/D	N	
Traffic Control Equipment	Includes cones, barricades, message boards, etc.		Daily / Weekly	No	Y	
Trailer – Helicopter Support	Mobile unit to support helicopter operations		Daily Wet With operator	No	Y	2009
Trailer, Cargo			Daily Dry Without operator	No	Y	
Trailer, Communications	Trailer equipped with programmable radios		Daily Wet With operator	No	Y	2009
Trailer, Flatbed			Daily Dry Without operator	No	Y	

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.  
Page 11

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Transportation, Stock	Stock trucks/trailers		Daily Plus mileage rate Wet With operator	No	Y	
Transportation, Rental Vehicle	From a Rental Vehicle company	Categories: Automobile Pickup (4x4) Pickup (4x2) Sport Utility Vehicle Truck, Flatbed Truck, Stakeside Van, Passenger	Daily Dry Without operator	No	Y	
Transportation, Vehicle w/ Operator	From owner/operators	Categories: Automobile Pickup (4x4) Pickup (4x2) Sport Utility Vehicle Truck, Flatbed Truck, Stakeside Van, Passenger	Daily Plus mileage Wet With operator	S	N	
Truck, Crash Rescue		Crash Rescue Truck standard is available from the EaTIS internal website.	Daily Wet With operator	S	N	2008
Truck, Dump			Daily Wet With operator	S	N	
Truck, Gray Water		Must comply with state and local laws Contractor must pay own permit fees Contractor reimbursed for disposal fees unless the Government provides a disposal site.	Daily Wet With operator	S/D	N	2010

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.

28 – Exhibit 01 – Continued

EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATIONS & TYPING	METHOD OF HIRE	Shift	24 hr day	Competitive EERA *
Truck, Service		Categories: Light Automotive Heavy Equipment Specify provisions for supplying and the cost of repair parts	Daily rate Wet With operator	S/D	N	2008
Truck/Trailer - Refrigeration		Categories: Refrigeration Truck Refrigeration Trailer	Daily / Weekly Plus mobilization cost No operator Dry	No	Y	2008
Van, Box	Includes commercial vans, i.e. U-Haul		Daily Without operator Dry	No	Y	
Weed Washing Units	Unit for washing vehicles		Daily Wet With operator	S	N	2010

\* Each Geographic Area must determine if competition is warranted for non-competed equipment categories.  
 Page 13

28 – Exhibit 02

RESOURCE ORDER FORM, ICS-259-9

RESOURCE ORDER		INITIAL DATE/TIME		2. INCIDENT/PROJECT NAME				3. INCIDENT/PROJECT ORDER NUMBER		4. OFFICE REFERENCE NUMBER	
<b>EQUIPMENT</b>				<b>Bad Bear</b>				<b>ID-BOF-080</b>			
5. DESCRIPTIVE LOCATION/RESPONSE AREA		6. SEC.		7. MAP REFERENCE		8. INCIDENT BASE/PHONE NUMBER		9. JURISDICTION/AGENCY		10. ORDERING OFFICE	
Boise National Forest		1918 Commerce		Boise ID 83705		Boise Dispatch (208) 334-9800		FS		BOF	
11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION	
BEARING		DISTANCE		BASE OR OMNI		AIR CONTACT		FREQUENCY		RELOAD BASE	
OTHER AIRCRAFT/HAZARDS											
12. Request Number		Ordered Date/Time		QTY		RESOURCE REQUESTED		Needed Date/Time		Deliver To	
E-1		8-5 0427Z		1ea		Type II Dozer		8-5 0900		Incident Base	
E-2		8-5 0600		1ea		1/2 T 4x4 Pickup		8-5 0800		Incident Base	
E-3		8-5 0700		1ea		Bus, 40 Passenger		8-5 0900		NIFC Crew Dispatch	
E-4		8-5 0700		1ea		Wildland Engine Type III		8-5 1100		Incident Base	
E-5		8-6 1300		1ea		Flatbed 30 Ton		8-7		Incident Base	
13. Request Number		ORDER RELAYED Date/Time		To/From		ACTION TAKEN		ORDER RELAYED Date/Time		ACTION TAKEN	

Request Number	Ordered Date/Time	QTY	RESOURCE REQUESTED	Needed Date/Time	Deliver To	Agency ID	Time	Resource Assigned	Released Date	Released To
E-1	8-5 0427Z	1ea	Type II Dozer	8-5 0900	Incident Base	BOF	0430Z	DoRight Construction Point of Hire Nampa, ID Duddley DoRight	0600 8/7 0630 0830	Point of Hire 1130
E-2	8-5 0600	1ea	1/2 T 4x4 Pickup	8-5 0800	Incident Base	BOF	0615	Dozer w/one operator D6C model 74A Lic No 4T6195B Dodge 1/2 T 4x4 Pickup	0630 8/7 0800	Point of Hire 0500 0730
E-3	8-5 0700	1ea	Bus, 40 Passenger	8-5 0900	NIFC Crew Dispatch	BOF	0715	40 Pass Bus w/operator Lic No 4T6195B DoRight Construction	0700 8/9 0715	NIFC Crew Dispatch 0800 1030
E-4	8-5 0700	1ea	Wildland Engine Type III	8-5 1100	Incident Base	BOF	0900	Type III Engine w/3 oper Lic No 4T59847 Point of Hire Nampa, ID DoRight Construction	0700 8/8 0900	Lowman Complex 1600 1900
E-5	8-6 1300	1ea	Flatbed 30 Ton	8-7	Incident Base	BOF	1315	30T Flatbed 1982 Kenworth Point of Hire Nampa Id DoRight Construction	0700 8/7 0800	Point of Hire 0830 1130

NFES 2208(7/87)



28 – Exhibit 02 – Continued

AUTOMATED RESOURCE ORDER FORM

Report ID: R031 Version: 2.4.1.12  
Station ID: 2098

RESOURCE ORDER		Initial Date/Time		2. Incident / Project Name		3. Incident / Project Order Number		Financial Codes	
EQUIPMENT		06/08/07 0903		Bad Bear		ID-BOF-000080			
5. Descriptive Location		6. TWN		RING		SEC		9. Jurisdiction / Agency	
Boise National Forest 1918 Commerce Boise, ID 8370		Z2N		11E		19		Boise National Forest	
		LAT. 45 13 52N		Base MDM		Base MDM		10. Ordering Office	
		LONG. 115 09 14W		Boise, ID		Boise, ID		Boise Intragency Logistics Center	
11. Aircraft Information									
Bearing	Distance	Contact Name		Frequency Type		Assigned Frequency		Other Aircraft / Hazards (within 1 mile)	
265	47			Flight Following		TX/RX: 173.7625 FS North/South		IFixed Hazard N/A (See Documental - 45 27 24 N	
36	53			Ground		TX/RX: 171.450 North/South		115 20 02 W	
113	100			Ground		TX/RX: 172.200 South Simplex			
12. Request Number									
E-1	06/08/07 0916 MST	From	To	City	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit
		ID-BDC (Dispatch) 208-384-3 398	ID-BDC	1	Dozer, Type 2	06/05/07 0900 MST	Incident Base	ID-BDC	ID-BDC
Special Needs									
E-2	06/08/07 0917 MST	ID-BDC (Dispatch) 208-384-3 398	ID-BDC	1	Transportation - Pickup	06/05/07 0900 MST	Incident Base	ID-BDC	ID-BDC
Reporting Instructions									
E-3	06/08/07 0917 MST	ID-BDC (Dispatch) 208-384-3 398	ID-BDC	1	Transportation, Bus, Crew Carrier	06/05/07 0900 MST	Incident Base	ID-BDC	ID-BDC
Reporting Instructions									
Special Needs									
E-4	06/08/07 0918 MST	ID-BDC (Dispatch) 208-384-3 398	ID-BDC	1	Engine, Type 3	06/05/07 1100 MST	Incident Base	ID-BDC	ID-BDC
Reporting Instructions									
Special Needs									
E-5	06/08/07 0918 MST	ID-BDC (Dispatch) 208-384-3 398	ID-BDC	1	Transportation - Truck, Flatbed	06/07/07 0600 MST	Incident Base	ID-BDC	ID-BDC
Reporting Instructions									
Special Needs									
Bad Bear									

Run Date: 06/08/2007 1138 CST

28 – Exhibit 02 – Continued

AUTOMATED RESOURCE ORDERING SYSTEM REPORT

Sample Report from Automated Dispatch System

***Request List***

<i>Incident</i>	<i>Resource Requested</i>	<i>Incident Number</i>	<i>Host Unit</i>
<b>E-1</b>	<b>Bad Bear</b> Dozer, Type 2	<b>ID-BOF-000080</b> 6/14/2006 4:02:27 PM	Boise Interagency Logistics Center
		<i>Assign Date</i>	<i>Resource Assigned</i>
		6/14/2006 4:02:27 PM	Dozer, Type II - DoRight Construction
			BLM
			<i>Release Date</i>
			6/15/2006 4:00:00 PM
<b>E-2</b>	Transportation - Pickup	6/12/2006 2:33:22 PM	
		<i>Assign Date</i>	<i>Resource Assigned</i>
		6/12/2006 2:33:22 PM	Pickup - Dodge 1/2 T 4x4
			License 4T6195B USFS
			<i>Release Date</i>
			6/20/2006 3:47:01 PM
<b>E-3</b>	Transportation, Bus, Crew Carrier	6/12/2006 12:55:18 PM	
		<i>Assign Date</i>	<i>Resource Assigned</i>
		6/12/2006 12:55:18 PM	Bus, 40 Passenger - DoRight Construction
			License 4T59847 BLM
			<i>Release Date</i>
			6/19/2006 6:40:00 PM
<b>E-4</b>	Engine, Type 3	6/11/2006 5:03:36 PM	
		<i>Assign Date</i>	<i>Resource Assigned</i>
		6/11/2006 5:03:36 PM	Engine - Type III - DoRight Construction
			BLM
			<i>Release Date</i>
			6/20/2006 12:00:00 PM
<b>E-5</b>	Transportation - Truck, Flatbed	6/14/2006 4:02:27 PM	
		<i>Assign Date</i>	<i>Resource Assigned</i>
		6/14/2006 4:02:27 PM	Truck, Flatbed - 30T - DoRight Construction
			USFS
			<i>Release Date</i>
			6/15/2006 4:00:00 PM

28 - Exhibit 03

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

**EMERGENCY EQUIPMENT RENTAL AGREEMENT**

1. ORDERING OFFICE (name and address) Lewis & Clark National Forest PO Box 869 1101 15th Street North Great Falls, MT 59403		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT			
		2. AGREEMENT NUMBER AG-03KO-C-X-9295		3. EFFECTIVE DATES a. beginning 5/1/XX   b. ending 12/31/XX	
4. CONTRACTOR a. name and address DoRight Construction PO Box 1, 112 Main Street Twodot, MT 59085 b. EIN/SSN: 81-7766951		5. POINT OF HIRE (location when hired) Location at time of hire		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
c. telephone number (day) (406) 564-3146	d. telephone number (night) (406) 564-9367	7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE					
9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate      b. unit		12. SPECIAL a. rate      b. unit
13. GUARANTEE (8 or more hours)					
a. Dozer, Caterpillar Model D6C SN: 47A19652		1	1534.00	DY	
b. Bus, 40 Passenger Lic. No.: 44-388 (Montana) VIN: 102057X072057		1	3.23	MI	850.00      DY
c. Wildland Engine, Type 6 2004 GMC, Lic. No.: 44-1051 (Montana) VIN: 2GFLP624CZ1299		3	1300.00	DY	
d. Transport, 30 Ton Flatbed 1999 Kenworth, Lic. No.: 44-7928 (MT) VIN: 6BYZ3248A7		1	1300.00	DY	
e. Pickup Truck, 1/2 Ton, 4X4 Dodge 1500, Lic. No.: 44-9795 (MT) VIN: 2FXDY200BCD1396		1	250.00	DY	0.22      MI
f.					
g.					
14. SPECIAL PROVISIONS (1) Bus is paid the mileage rate or the daily rate, whichever is greater. (2) One Engine Boss and two firefighters for a total of three operators shall be provided to operate the engine one operational period. (3) If transport and Dozer are hired with one operator, the transport rate is reduced by \$447 for one operational period. (4) The pickup truck is paid a daily rate AND mileage.					
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>Duddley DoRight</i>		16. DATE 5/1/XX	17. CONTRACTING OFFICER'S SIGNATURE <i>Wright Price</i>		18. DATE 5/1/XX
19. PRINT NAME AND TITLE Duddley DoRight, Owner			20. PRINT NAME AND TITLE Wright Price, Contracting Officer		

28 – Exhibit 03 – Continued

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

**GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL  
AGREEMENT FORM OF-294**

**Replace all of the existing clauses on the back of the Optional Form 294, revised on August 1990,  
with the following:**

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

**CLAUSE 1. Condition of Equipment** - All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

**CLAUSE 2.** The time under hire shall start at the time the equipment 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, except as provided in Clause 7 of these General Clauses.

**CLAUSE 3. Operating Supplies** - As identified in Block 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 may specify that all operating supplies are to be furnished by the Contractor (wet), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 4. Repairs** - Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

**CLAUSE 5. Timekeeping** - Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

**CLAUSE 6. Payments**

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (column 11) (hourly or mileage) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

**ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.**

2. **Special Rates** (column 12) shall apply when specified.

3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.

4. **Daily Rate** (column 11) - Payment will be made on basis of calendar days (0001 - 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

(a) **Shift Basis (Portion of calendar day)**

- 1) **Single Shift** - (SS) is staffed with one operator or one crew
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and/or crew(s) is/are ordered in writing for the second shift.
- 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. **Method of Payment.** Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

**CLAUSE 7. Exceptions**

a. Daily Rate or Guarantee - No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the

28 – Exhibit 03 – Continued

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

**CLAUSE 8.** When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

**CLAUSE 9. Loss, Damage, or Destruction -**

(a) For equipment furnished under this EERA without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**CLAUSE 10. Contractor's Responsibility for Property and Personal Damages -** Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 11. Deductions -** Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

**CLAUSE 12. Personal Protective Clothing and Equipment -** The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (Either Nomex or chrome tanned leather; (c) Hard hat; (d) Goggles or safety glasses.

2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;

3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

**CLAUSE 13. COMMERCIAL MOTOR VEHICLES:** All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: [www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)

**CLAUSE 14. CLAIM SETTLEMENT AUTHORITY-**For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

**CLAUSE 15. CHANGES TO EMERGENCY EQUIPMENT RENTAL AGREEMENTS**  
Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable only for the duration of that incident. The agreement will include name and location of the incident.

**CLAUSE 16. FIREARM – WEAPON PROHIBITION -** The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tool such as a leatherman.

**CLAUSE 17. WORK REST and LENGTH OF ASSIGNMENT:** The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: [www.nwcg.gov](http://www.nwcg.gov)

**CLAUSE 18. HARRASSMENT FREE WORKPLACE -** Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at [www.dpsrccriss.gov](http://www.dpsrccriss.gov).

28 – Exhibit 03 – Continued

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

**CLAUSE 19. Definitions** - The following definitions for Block 8 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size standards: (1) Motorcar and Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.**

(REV 3 /2006)

---

28 – Exhibit 04

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294  
INSTRUCTIONS

- 1-3. Ordering Office, Agreement Number, Effective Dates. Follow instructions provided by the incident agency for completion of these blocks.
4. Contractor. Address shall be the address for mailing payment. EIN/SSN is mandatory.
5. Point of Hire. On pre-season sign-up agreements, this block may either indicate contractor's address where the rental equipment will normally be located, or merely state "Location at the time of hire". For equipment hired during an incident, this block should indicate the actual address or location of the equipment at the time of order and hire.
- 6-7. Operator and Operating Supplies Provided By. Normally check one block. If both blocks are checked, specify in Block 14, Special Provisions, which conditions apply.
8. Type of Contractor. This block is to gather information to meet agency reporting requirements.
9. Item Description. This information must be of sufficient detail to fully identify the equipment to be rented.
10. Number of Operators. Specify the number of operators per operational period. Note any exceptions in Block 14, Special Provisions.
11. Work or Daily Rate and Unit. Enter geographic area standard rate or negotiated rate and unit. Do not enter a daily rate if Block 13 contains a guarantee.
12. Special Rate and Unit. Enter the special rate and identify in detail in Block 14, Special Provisions, when and how these special rates apply.

28 – Exhibit 04 – Continued

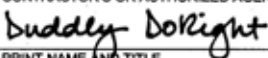

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294  
INSTRUCTIONS

13. Guarantee. Enter the geographic area standard rate or negotiated rate. Do not enter a guarantee if Block 11 unit of measurement is a daily rate.
- 14 Special Provisions. Detail any agreement made with the contractor not specified elsewhere on the form. Include any supplements to the General Provisions.
- 15-20. Signature Blocks. The rental agreement must be signed, dated, and name and title printed, by both the contractor or authorized agent and the authorized contracting officer.



28 – Exhibit 05

**EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294 (TEST FORM)**

EMERGENCY EQUIPMENT RENTAL AGREEMENT					Page 1 of 1	
<b>1. PROCUREMENT AGENCY</b> a. name and address: Lewis & Clark National Forest PO Box 869 1101 15 <sup>th</sup> Street North Great Falls, MT 59403  b. Phone Number: (406) 761-7700 c. FAX Number: (406) 761-1972		<b>2. AGREEMENT NUMBER</b> (Must appear on all documents relating to this agreement): AG-03K0-C-X-9295  <b>3. EFFECTIVE DATES OF AGREEMENT:</b> a. beginning 5/1/XX b. ending 12/31/XX  c. Specific incident only: Incident Name: _____ Incident Number: _____				
<b>4. CONTRACTOR</b> a. name and address: DoRight Construction PO Box 1, 113 Main Street Twodot, MT 59085  b. EIN/SSN: 81-7766951 c. DUNS: 205411122 d. EMAIL Address: dudly@dorightconstruction.com e. Telephone Number (day): (406) 564-3146 Telephone Number (night): (406) 564-9367 Cell Phone Number: (406) 565-4467 FAX: (406) 564-5198		<b>5. POINT OF HIRE</b> (Location when hired if different than Block 4): Location at time of hire  <b>6. ORDERING DISPATCH CENTER</b> MT-GDC		<b>7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY:</b> <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)		
		<b>8. OPERATOR FURNISHED BY:</b> <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		<b>9. Contractor Authorized Commissary:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>10. BUSINESS SIZE OF CONTRACTOR:</b> a. <input checked="" type="checkbox"/> small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet (information for tracking purposes only – not used for preferential hiring)						
<b>11. ITEM DESCRIPTION:</b> equipment or animals (include VIN, make, model, year, serial no., accessories or other identifying features).						
		<b>12. NO. OF OPERATORS PER SHIFT</b>	<b>13. HR/RY/DAILY/MILEAGE/SHIFT BASIS</b> (ss/ds; ref. CL6) Rate Unit		<b>14. SPECIAL</b>	<b>15. GUARANTEE (8 HOURS)</b>
Dozer, Caterpillar Model D6C SN: 47A19652		1	1534.00 DY			
Bus, 40 Passenger Lic. No.: 44-388 (Montana) VIN: 102057X072057		1	3.23 MI		850.00/DY	
Wildland Engine, Type 6 2004 GMC, Lic. No.: 44-1051 (Montana) VIN: 2GFLP624CZ1299		3	1300.00 DY			
Transport, 30 Ton Flatbed 1999 Kenworth, Lic. No.: 44-7928 (Montana) VIN: 6BYZ3248A7		1	1300.00 DY			
Pickup Truck, 1/2 Ton, 4x4 Dodge 1500, Lic. No.: 44-9795 (Montana) VIN: 2FXDY200BCD1396		1	250.00 DY		0.22/ MI	
<b>16. SPECIAL PROVISIONS</b> (1) Bus is paid the mileage rate or the daily rate, whichever is greater. (2) One Engine Boss and two firefighters for a total of three operators shall be provided to operate the engine one operational period. (3) If transport and Dozer are hired with one operator, the transport rate is reduced by \$447 for one operational period. (4) The pickup truck is paid a daily rate AND mileage.						
<b>17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE</b> 		<b>18. DATE</b> 5/1/XX	<b>20. CONTRACTING OFFICER'S SIGNATURE</b> 		<b>21. DATE</b> 5/1/XX	
<b>19. PRINT NAME AND TITLE</b> Duddy DoRight, Owner		<b>18. DATE</b> 5/1/XX	<b>22. a. PRINT NAME AND TITLE</b> Wright Price, Contracting Officer b. Phone Number: (406) 761-7700 c. FAX: (406) 761-1972			

28 – Exhibit 05 – Continued

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294 (TEST FORM)

**GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294 (TEST FORM)**

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

**CLAUSE 1. Condition of Equipment:** All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

**CLAUSE 2. Time Under Hire:** The time under hire shall start at the time the equipment 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, except as provided in Clause 7 of these General Clauses.

**CLAUSE 3. Operating Supplies:** As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (wet), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 4. Repairs:** Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

**CLAUSE 5. Timekeeping:** Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

**CLAUSE 6. Payments**

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (column 13) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

**ON-SHIFT:** Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates** (column 14) shall apply when specified.

3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 15. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.

4. **Daily Rate** (column 13) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

**(a) Shift Basis (Portion of calendar day)**

- 1) **Single Shift** - (SS) is staffed with one operator or one crew
- 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
- 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

**CLAUSE 7. Exceptions**

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction

28 – Exhibit 05 – Continued

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294 (TEST FORM)

from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the contractor for the total hours worked before equipment became nonoperational.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

**CLAUSE 8. Subsistence:** When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

**CLAUSE 9. Loss, Damage, or Destruction:**

(a) For equipment furnished under this EERA without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA with operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**CLAUSE 10. Contractor's Responsibility for Property and Personal Damages:** Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 11. Deductions:** Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

**CLAUSE 12. Personal Protective Clothing and Equipment:** The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.

2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;

3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

**CLAUSE 13. Commercial Motor Vehicles:** All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website: [www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)

**CLAUSE 14. Claim Settlement Authority:** For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

**CLAUSE 15. Changes:** Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable only for the duration of that incident. The agreement will include name and location of the incident.

**CLAUSE 16. Firearm – Weapon Prohibition:** The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

**CLAUSE 17. Work Rest and Length of Assignment:** The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: [www.nwcg.gov](http://www.nwcg.gov)

**CLAUSE 18. Harrassment Free Workplace:** Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harrassment Free Workplace (29 CFR Part 1614)". Regulations can be found at [www.opa.eoexec.gov](http://www.opa.eoexec.gov)

**CLAUSE 19. Definitions -** The following definitions for Block 10 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock

28 – Exhibit 05 – Continued

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294 (TEST  
FORM)

unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern—(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.**

---

28 – Exhibit 06

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294 (TEST  
FORM) INSTRUCTIONS

- 1-3. Procurement Agency, Agreement Number, Effective Dates. Follow instructions provided by the incident agency for completion of these blocks.
4. Contractor. Address shall be the address for mailing payment. EIN/SSN and DUNS are mandatory.
5. Point of Hire. On pre-season sign-up agreements, this block may either indicate contractor's address where the rental equipment will normally be located, or merely state "Location at the time of hire". For equipment hired during an incident, this block should indicate the actual address or location of the equipment at the time of order and hire.
6. Ordering Dispatch Center. Enter the code of the Contractor's local agency dispatch center.
- 7-8. Operator and Operating Supplies Provided By. Normally check one block. If both blocks are checked, specify in Block 16, Special Provisions, which conditions apply.
9. Contractor Authorized Commissary. Check one block indicating if the Contractor's employees are authorized to incur charges in the company's name at the commissary. These charges will be deducted from the Equipment Use Invoice.
10. Business Size of Contractor. This block is to gather information to meet agency reporting requirements.
11. Item Description. This information must be of sufficient detail to fully identify the equipment to be rented. Include VIN and Serial Numbers where appropriate.
12. Number of Operators per Shift. Specify the number of operators per operational period. Note any exceptions in Block 16, Special Provisions.

28 – Exhibit 06

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294 (TEST  
FORM) INSTRUCTIONS

13. Work or Daily Rate and Unit. Enter geographic area standard rate or negotiated rate and unit. Do not enter a daily rate if Block 15 contains a guarantee.
14. Special. Enter the special rate and unit and identify in detail in Block 16, Special Provisions, when and how these special rates apply.
15. Guarantee. Enter the geographic area standard rate or negotiated rate. Do not enter a guarantee if Block 13 unit of measurement is a daily rate.
14. Special Provisions. Detail any agreement made with the contractor not specified elsewhere on the form. Include any supplements to the General Clauses.
- 17-22. Signature Blocks. The rental agreement must be signed, dated, and name and title printed, by both the contractor or authorized agent and the authorized contracting officer. Enter the warrant, phone, and fax numbers of the contracting officer.

28 – Exhibit 07

**VEHICLE/HEAVY EQUIPMENT SAFETY  
INSPECTION CHECKLIST, OF-296**

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST			
1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE	7. MODEL, TYPE		
8. SERIAL NO. / VIN		9. LICENSE NO.	
<b>Section I - Tractor, Motor Grader</b>			
	Pre-use	Release	
	YES   NO	YES   NO	
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *			
2. Lights: mounted and working while operating			
3. Battery: check for corrosion, loose terminal, hold downs			
4. Engine running: check oil pressure, knocks and leaks			
5. Gauges: all must be working; oil, temperature, etc. *			
6. Steering clutches: must have 3-4" free travel *			
7. Brakes: must hold at half travel *			
8. Muffler and spark arrester: approved type unless turboed *			
9. Fuel system: must be free of drips and leaks *			
10. Cooling system: must be free of leaks *			
11. Fan and Fan belts: check for defects			
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *			
13. Hydraulic system: no leaks or drips			
14. Belly plate, rock and radiator guards: securely mounted *			
15. Final drive, transmission and differential: check for dripping			
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp			
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *			
18. Blade, ripper, winch: operate smoothly and hold at any point			
19. Dozer and assembly: trunnion bolts missing, cracks *			
20. Drawbar: serviceable, safe			
21. Body and cab condition: report dents and damage			
<b>Section II - Remarks</b> (Describe all unsatisfactory items and identify by line number.)			
<b>Section III - Power Saw, Pump</b>			
	Pre-use	Release	
	YES   NO	YES   NO	
1. Visible parts broken *			
2. Visible nuts and bolts tight			
3. Oil in gear case and chain oiler			
4. Cutting bar: straight, chain in good condition *			
5. Exhaust system and spark arrester *			
6. Motor: idles evenly, runs smoothly, satisfactory power			
* Safety Item - Do not accept until brought into compliance.			
<b>FINANCE COPY - PRE USE</b>			
<b>10. PRE-USE INSPECTION</b> <input type="checkbox"/> REJECTED			
MILES / HRS _____ DATE _____ TIME _____			
Inspector Name _____		Title _____	
Print			
<input type="checkbox"/> ACCEPTED			
MILES / HRS _____ DATE _____ TIME _____			
Vendor Signature _____		Title _____	
Inspector Name _____			
Print			
<b>Section IV - Truck, Bus, Van, Pickup</b>			
	Pre-use	Release	
	YES   NO	YES   NO	
1. "DOT" inspection in the last 12 months: when required *			NA   NA
2. Gauges and lights *			
3. Seat belts *			
4. Glass & mirrors *			
5. Wipers and horn *			
6. Clutch pedal: proper adjustment			
7. Cooling system: check radiator and hoses			
8. Oil level and condition: full and clean			
9. Battery: check for corrosion, loose terminals, hold downs			
10. Fuel System *			
11. Electrical system: generator and starter working			
12. Engine running: check for knocks and leaks			
13. Transmission: check for leaks			
14. Steering *			
15. Brakes *			
16. 4-Wheel drive: check gear boxes, leaks			
17. Drive line-U-joints: check for looseness			
18. Springs and shocks *			
19. Differential: check for leaks			
20. Exhaust system *			
21. Frame *			
22. Tires and wheels (List failed position/depth in remarks) *			
23. Body and interior condition: describe and locate damage on back of page 2, Section IV, item 23			
24. Emergency equipment required. ___ Fire Extinguisher ___ Spare Fuses ___ Reflectors *			
25. Operator(s) properly licensed. *			
State _____ License No. _____ Class _____			
Endorsements _____ Med. Cert. Expire Date _____			
<b>11. RELEASE INSPECTION</b> <input type="checkbox"/> NO DAMAGE / NO CLAIM			
Not applicable to buses, inspection required.			
MILES / HRS _____ DATE _____ TIME _____			
Vendor Signature _____		Title _____	
Inspector Name _____			
Print			

28 – Exhibit 07 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY  
INSPECTION CHECKLIST, OF-296

**VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST  
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 the "Pre-use" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23\* is continued on the back side of the "Finance Copy - Release".
3. Both Vendor and Inspector must sign off the Pre-use "ACCEPTED" inspection, block 10. Inspectors need to print and Vendors need to sign their names.
4. "Finance Copy - Pre-Use" (white copy), is sent **immediately** to the Equipment Finance department.
5. "Vendor Copy - Pre-Use / Release" (yellow copy), is given to Vendor with instruction to bring the copy back for the release inspection.
6. "Finance Copy - Release" (pink copy), and "Inspector - Pre Use / Release" (goldenrod copy), are held by the Inspector.

**Release Inspection**

1. Retrieve "Vendor Copy" and place between the "Finance Copy - Release" and "Inspector - Pre Use / Release" copies that were held by the Inspector.
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Release" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23\* is continued on the back side of the "Finance Copy - Release".
3. Block 11, "Release Inspection" must be completed by both Vendor and Inspector. Inspectors need to print and Vendors need to sign their names.
4. Inspector returns "Vendor Copy" to Vendor and **immediately** sends "Finance Copy - Release" to the Equipment Finance department.
5. At conclusion of Incident, mail **all** "Inspector - Pre Use / Release" copies to the responsible agencies Regional Equipment Manager or equivalent.



28 – Exhibit 07 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY  
INSPECTION CHECKLIST, OF-296

Section IV - Truck, Bus, Van, Pick-up

Motor Vehicle parts and accessories must be in Safe Operating Condition At All Times, **FEDERAL MOTOR CARRIER SAFETY REGULATIONS HANDBOOK (FMCSR)** as prescribed by U.S. DEPARTMENT OF TRANSPORTATION **FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).**

**REJECT IF:** Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-Service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

**2. Gauges, and Lights (393.81-393.9)**

- Speedometer inoperative.
- All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

**3. Seat Belts (393.93)**

- Any driver or right outboard seat belt missing or inoperative.

**4. Glass and Mirrors (393.60, 393.80)**

- Any discoloration not applied by the manufacturer for reduction of glare.
- Any windshield crack over 1/4" wide.
- Any crack less than 1/4" wide that intersects with any other crack.
- Any damage 3/4" or greater in diameter.
- Any 2 damaged areas closer than 3" to each other.
- Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- Any required mirror broken. (396.3(A)(1))

**5. Wipers and Horn (393.78, 393.81)**

- Wiper blade(s) fail to clean windshield within 1" of windshield sides.
- Horn missing, inoperative or fails to give adequate/reliable warning signal.

**10. Fuel System (393.65, 393.67)**

- Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- Visible leak at any point.
- Fuel tank cap missing.

**14. Steering (393.209)**

- Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- Steering lash not within parameters, see chart in FMCSR 393.209.
- Steering column is not secure.
- Steering system: any U-joint worn, faulty or repaired by welding.
- Steering gear box is loose cracked or missing mounting bolts.
- Pitman arm is loose, or has any welded repairs.
- Power Steering; any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- Any fluid leaks, fluid reservoir not full.

**15. Brakes (393.40-393.53)**

- Brake system has any deficiencies as described in FMCSR.
- Brake system has any missing, loose, broken, out of adjustment or worn out components.
- Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- Brake system has any air or fluid leaks. (396.3 (a)(1))

**18. Springs and Shocks (393.207)**

- Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- Any leaf spring cracked, broken, or missing or shifted out of position.
- Adjustable axle assemblies with locking pins missing or not engaged.

**20. Exhaust (393.83)**

- Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part or the vehicle.
- Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit)
- Any leak at any point forward of or directly below the driver and/or sleeper compartment.

**21. Frame (393.201)**

- Any cracked, broken, loose or sagging frame member.
- Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3 (a)(1))

**22. Tires and Wheels (393.75, 393.205)**

- Any body ply or belt material exposed through tread or sidewall.
- Any tread or sidewall separation.
- Any cut exposing ply or belt material.
- Tread depth less than 4/32" on steering axle.
- Less than 2/32" on any other axle.
- Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- Any tire not properly inflated or any overloaded tire.
- Any tire that it comes in contact with any part of the vehicle. (393.3(a)(1))
- Any tire marked "Not for Highway Use". (393.3(a)(1))
- Wheels and rims shall not be cracked or broken.
- Stud or bolt holes on the wheels shall not be elongated.
- Nuts or bolts shall not be missing or loose.

**24. Emergency Equipment (393.95)**

- Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- At least one spare fuse or other overload protective device. (393.95(c))
- Warning devices for stopped vehicles. (393.95(f,g))

**25. License (383.23, 391.41)**

- No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

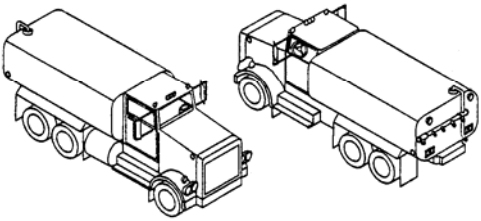
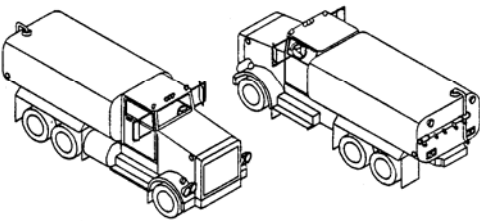
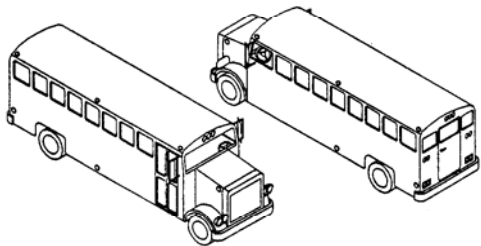
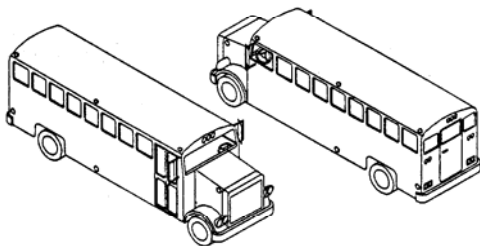
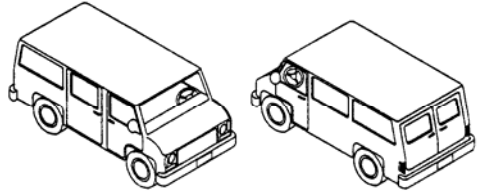
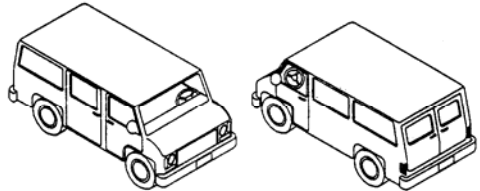
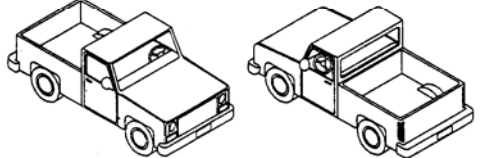
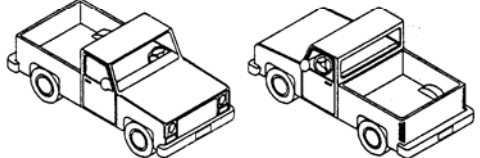
**IN ADDITION TO THE ABOVE:**

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

**The Inspector shall inspect for compliance with the FMCSR, State and Local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.**

28 – Exhibit 07 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY  
INSPECTION CHECKLIST, OF-296

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

28 – Exhibit 08

VEHICLE/HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST, OF-  
296 INSTRUCTIONS

1. Incident Name/Number. Enter the Incident Name and Number from the Resource Order.
2. Order/Request Number.
3. Owner/Vendor. Enter the equipment owner's name.
4. Agreement, PO or Contract No. Enter the agreement number from Block 2 of the Emergency Equipment Rental Agreement, OF-294.
5. Expires. Date Agreement, PO or Contract expires.
6. Make. Enter the make of the equipment being inspected, e.g., Dodge, Ford or Chevrolet.
7. Model Type. Enter the model type of the equipment being inspected.
8. Serial No./VIN. Enter the Serial Number/VIN number of the equipment being inspected.
9. License No. Enter the license number of the equipment being inspected.
10. Pre-Use Inspection. Enter whether or not the inspection was rejected or accepted.

Enter the Miles/Hrs, Date, and Time of inspection.

The contractor or authorized agent prints name and title in this block.

The government representative inspecting the equipment prints name and title in this block.

11. Release Inspection. Enter if there was Damage/No Claim.

28 – Exhibit 08 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST, OF-  
296 INSTRUCTIONS

Enter the Miles/Hrs, Date, and Time of inspection.

The contractor or authorized agent's signature and title in this block.

The government representative inspecting the equipment prints name and title in this block.

Sections I, III, IV. Select the appropriate section for the type of equipment being inspected. Inspect each item and check appropriate boxes for Pre-Use or Release, mark if the item does or does not apply.

Section II – Remarks. Describe any unsatisfactory item considered a safety item or indication of poor mechanical reliability is grounds for rejection until the equipment is repaired, e.g., no seat belts in a vehicle would be grounds for rejection. When equipment fails several items on the initial inspection, consideration should be given to rejecting the equipment.

28 – Exhibit 09

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET				
<small>NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.</small>				
1. AGREEMENT NUMBER AG-03KO-C-X-9295		2. CONTRACTOR (name) DoRight Construction E-1		
3. INCIDENT OR PROJECT NAME Bad Bear		4. INCIDENT NUMBER ID-BOF-080	5. OPERATOR (name) Tanner Jones	
6. EQUIPMENT MAKE Caterpillar Dozer		7. EQUIPMENT MODEL D6C	8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
9. SERIAL NUMBER 47A19652		10. LICENSE NUMBER	11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)	
12. DATE MO/DAY/YR	13. EQUIPMENT USE <small>(circle one)</small>			14. REMARKS (released, down time and cause, problems, etc.) Under hire at 0600 at Nampa, ID Transported to Bad Bear Fire; arrived at 0830. 1600-1800 down for service 2000 - Operators off shift
	START	STOP	HOURS/DAYS/MILES (circle one) WORK SPECIAL	
8/5/XX	0830	1600	7.5	
8/5/XX	1800	2000	2	15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
				16. INVOICE POSTED BY (Recorder's Initials)
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Tanner Jones		18. GOVERNMENT OFFICER'S SIGNATURE Tinder Dry		19. DATE SIGNED 8/5/XX

FINANCE

28 – Exhibit 10

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297 INSTRUCTIONS

1. Agreement No. Enter number from Block 2 of the EERA.
2. Contractor. Enter the contractor's name as shown in Block 4 of the EERA. Enter the contractor's resource order number.
3. Incident or Project Name. Enter incident name.
4. Incident Number. Enter the incident number.
5. Operator. 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. (Note: Blocks 6 through 8 should reflect what is shown on the EERA and provided by the contractor.)
7. Equipment Model. Enter the model of equipment from Block 9 of the EERA.
8. Operator. Check one, in accordance with Block 6 of the EERA.
9. Serial Number. Enter serial number of equipment.
10. License Number. If equipment is licensed, enter license number of equipment (off-road, heavy equipment normally is not licensed).
11. Operating Supplies. Check one, in accordance with Block 7 of the EERA.
12. Date. Enter date of use.
13. Equipment Use. If the EERA, Block 11, specifies the rate of pay as days, miles or hours. Enter the start and stop times for an hourly pay rate, enter start to stop, mileage for miles, and day for days in the columns designated as start/stop. Calculate the hours

28 – Exhibit 10 – Continued

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297 INSTRUCTIONS

worked or miles driven and enter in the work column. If the rate of pay is by the day, enter "1". (See EERA, Clause 7A.4.)

Enter any information in the "Special" column required in Block 12 of the EERA.

14. Remarks. Enter any information necessary to administer the terms of the EERA.
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.

28 – Exhibit 11

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297 (TEST FORM)

EMERGENCY EQUIPMENT SHIFT TICKET				INVOICE POSTED BY (EQTR's initials)		
NOTE: The responsible Government Officer will complete and submit this form each day or shift.						
1. AGREEMENT NUMBER AG-03K0-C-X-9295		2. RESOURCE ORDER NUMBER E-1		3. CONTRACTOR (name) DoRight Construction		
4. INCIDENT NAME/# Bad Bear, ID-BOF-000080		5. NO. OF OPERATORS 1		6. OPERATOR (name)(s) Tanner Jones		
7. ITEM DESCRIPTION & VIN/SERIAL # Caterpillar Dozer, D6C, S/N 47A19652						
9. DATE		10. EQUIPMENT USE [ACTUAL TIME WORKED]		11. REMARKS (down time and cause, problems, etc.)  Under hire at 0600 at Nampa, ID  Transported to Bad Bear Fire; arrived at 0830 1600 - 1800 down for service 2000 - Operators off shift		
		(HRS/DAYS/MILES (circle one))				
MO/DA/YR	START	STOP	WORK			SPECIAL
8/5/XX	0830	1600	7.5			
8/5/XX	1800	2000	2			
12. EQUIPMENT STATUS						
a. Inspected and under agreement <input checked="" type="checkbox"/> b. Released by Govt. <input type="checkbox"/> c. Withdrawn by Contractor <input type="checkbox"/>						
13. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Tanner Jones			15. AUTHORIZED GOVERNMENT AGENT SIGNATURE Tinder Dry			
14. PRINTED NAME AND TITLE Tanner Jones, Operator			16. PRINTED NAME AND TITLE Tinder Dry, DIVS		17. DATE SIGNED 8/5/XX	

NSN 7540-01-119-5628  
50297-102

OPTIONAL FORM 297 (Test Form)  
USDA/USDI



28 – Exhibit 12

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297 (TEST FORM)  
INSTRUCTIONS

1. Agreement No. Enter number from Block 2 of the EERA.
2. Resource Order No. Enter the incident order number request number, e.g., E#, under which the equipment was ordered.
3. Contractor. Enter the contractor's name as shown in Block 4 of the EERA.
4. Incident Name/#. Enter the incident name and number, e.g., ID-BOF-000080.
5. No. of Operators. Enter the number of operators as shown in Block 12 of the EERA.
6. Operator. Enter the names of all operators and the operational periods that each operator was on duty. Use Block 10, Remarks for additional operators.
7. Item Description & VIN/Serial #. Enter the equipment description from Block 11 of the EERA.
8. Date. Enter Month/Day/Year of equipment use.
9. Equipment Use. Record the actual time 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.  
  
Enter any information in the "Special" column required in Block 14 of the EERA.
10. Remarks. Enter any information necessary to administer the terms of the EERA.
11. Equipment Status. Mark the appropriate box.

28 – Exhibit 12 – Continued

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297 (TEST FORM)  
INSTRUCTIONS

12. 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.
13. Printed Name and Title. Print legibly.
14. Government Agent Signature. To be signed by the incident official responsible for the immediate supervision of the equipment.
15. Printed Name and Title. Print legibly.
16. Date Signed. Enter the date the shift ticket is signed.

28 – Exhibit 13

EMERGENCY EQUIPMENT USE INVOICE, OF-286

**EMERGENCY EQUIPMENT – USE INVOICE**

PAGE \_\_\_ OF \_\_\_

1. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085  b. EIN/SSN 81-7766951				2. INCIDENT OR PROJECT NAME Bad Bear				3. AGREEMENT NUMBER (from OF-294) AG-03KO-C-X-9295			
5. EQUIPMENT (list make, model, serial number, etc.) Dozer, Caterpillar D6C Serial Number 47A19652				8. POINT OF HIRE (location when hired) Nampa, ID				4. EFFECTIVE DATES OF AGREEMENT a. beginning 5/1/XX      b. ending 12/31/XX			
9. ADMINISTRATIVE OFFICE FOR PAYMENT USDA Forest Service Albuquerque Service Center Incident Finance Branch 101 B Sun Avenue NE Albuquerque, NM 87109				10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)				11. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
				7. DATE OF HIRE 8/5/XX				B. TIME OF HIRE 0600			
				12. RESOURCE ORDER NUMBER E-1							
13. YEAR 20XX		14. WORK OR DAILY RATE			15. SPECIAL RATE			16. TOTAL AMOUNT EARNED (14c + 15c)	17. GUARANTEE	18. AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)	
MO	DA	a. UNITS WORKED (MHP/DA)	b. RATE	c. AMOUNT	a. UNITS WORKED (MHP/DA)	b. RATE	c. AMOUNT				
8	5	1.0	1534.00	1534.00				1534.00		1534.00	
8	5	1.0	1534.00	1534.00				1534.00		1534.00	
19. CHARGE CODE P4B7CK (0402)				20. OBJECT CODE				23. GROSS AMOUNT DUE 3068.00			
21. EQUIPMENT WAS <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: 8/6/XX TIME: 1600								24. ITEM 23 FROM PREVIOUS PAGE			
22. REMARKS \$322.05 deduction for fuel Equipment was released in same condition as hired								25. TOTAL AMOUNT DUE 3068.00			
								26. DEDUCTIONS (attach statement) -322.05			
								27. ADDITIONS (attach statement)			
								28. NET AMOUNT DUE 2745.95			
29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.											
30. CONTRACTOR'S SIGNATURE Duddley DoRight				31. DATE 8/6/XX				32. RECEIVING OFFICER'S SIGNATURE Clock Watcher			
34. PRINT NAME AND TITLE Duddley DoRight, Owner								33. DATE 8/6/XX			
								35. PRINT NAME AND TITLE Clock Watcher, PROC			

28 – Exhibit 14

EMERGENCY EQUIPMENT USE INVOICE, OF-286 INSTRUCTIONS

1. Contractor. Enter contractor's name and mailing address from Block 4 of the EERA. It is important to confirm with the contractor that this is the current mailing address. The EIN/SSN must be completed.
2. Incident Name. Enter incident name.
3. Agreement Number. Enter the agreement number from Block 2 of the EERA.
4. Effective Dates. Enter the effective dates of the agreement from Block 3 of the EERA.
5. Equipment. Enter the equipment information and cross check with Block 9 of the EERA 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.
- 10-11. Operating Supplies and Operator. Check the appropriate boxes in accordance with Blocks 6 and 7 of the EERA.
12. Resource Order Number. Enter the incident order number and request number, e.g., E#, under which the equipment was ordered.

28 – Exhibit 14 – Continued

EMERGENCY EQUIPMENT USE INVOICE, OF-286 INSTRUCTIONS

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. 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. If equipment is under a daily rate, there is no guarantee.
18. Amount. Enter the higher amount of Block 16 or Block 17.
19. Charge Code. Enter incident agency accounting code.
20. Object Code. Payment personnel complete the object code.
21. Released/Withdrawn. Check the appropriate box and enter the date and time from Blocks 13, 14, or 15 of the shift ticket.
22. Remarks. Enter any remarks necessary to explain the information on the invoice, such as the reasons for additions or deductions, or a pending claim.
23. Gross Amount Due. Total of entries in column 18.
24. Previous Page(s). If the invoice is more than one page in length, carry the amounts forward and enter in this block.
25. Total Amount Due. Total Blocks 23 and 24.
- 26-27. Deductions and Additions. Enter any additions or deductions to the invoice and explain in Block 22. Attach supporting documents to the invoice.

28 – Exhibit 14 – Continued

EMERGENCY EQUIPMENT USE INVOICE, OF-286 INSTRUCTIONS

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.

28 – Exhibit 15

**EMERGENCY EQUIPMENT USE INVOICE, OF-286 (TEST FORM)**

1. CONTRACTOR a. name and address  DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085  b. EIN/SSN: 81-7766951      c. DUNS: 205411122				2. AGREEMENT NUMBER (from OF-294) AG-03K0-C-X-9295					
				3. INCIDENT NAME/# Bad Bear ID-BOF-000080					
				4. RESOURCE ORDER NUMBER E-1					
5. EQUIPMENT OR ANIMALS (list make, model, SN, etc.; ref. block 11 on OF294) Dozer, Caterpillar D6C Serial Number 47A19652				6. POINT OF HIRE (exact location when hired) Nampa, ID					
				7. DATE OF HIRE M D Y 8 5 XX					
				8. TIME OF HIRE 0600					
9. INCIDENT UNIT FOR PAYMENT USDA Forest Service Albuquerque Service Center Incident Finance Branch 101 B Sun Avenue NE Albuquerque, NM 87109				10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)					
				11. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT					
				12. Contractor Authorized Commissary: <input checked="" type="checkbox"/> Yes (ref. block 26.) <input type="checkbox"/> No					
13. YEAR	14. WORK OR DAILY RATE			15. SPECIAL RATE			16. TOTAL AMOUNT	17. GUARANTEE	18. AMOUNT
20XX MO DA	a. UNITS WORKED MI/ Hr/ Da/ SS/DS/	b. RATE	c. AMOUNT	a. UNITS WORKED MI/HR/DA/ SS/DS)	b. RATE	c. AMOUNT	EARNED (14C + 15C)	(Ref. block 15 of OF294)	(COLUMN 16 OR 17 WHICHEVER IS GREATER)
8	5	1.0	1534.00				1534.00		1534.00
8	6	1.0	1534.00				1534.00		1534.00
19. CHARGE CODE P4B7CK (0402)				22. AMOUNT DUE THIS PAGE				3068.00	
20. EQUIPMENT WAS : <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN M D Y DATE: 8 6 XX      TIME: 1600				23. ITEM 22 FROM PREVIOUS PAGE					
21. REMARKS (list number and types of attachments):  \$322.05 deduction for fuel  Equipment was released in same condition as hired				24. ADDITIONS (attach statement)					
				25. SUBTOTAL AMOUNT DUE				3068.00	
				26. DEDUCTIONS (attach statement)				-322.05	
				27. TOTAL AMOUNT DUE				2745.95	
28. <b>Note:</b> CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "TOTAL AMOUNT DUE" LINE 27. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS SPECIFIED IN "REMARKS" BLOCK 21.									
29. CONTRACTOR'S SIGNATURE  Duddley DoRight				30. DATE 8/6/XX		32. AUTHORIZED GOVERNMENT AGENT Clock Watcher		33. DATE 8/6/XX	
31. PRINT NAME AND TITLE  Duddley DoRight, Owner				34. PRINT NAME AND TITLE  Clock Watcher, PROC					

28 – Exhibit 16

EMERGENCY EQUIPMENT USE INVOICE, OF-286 (TEST FORM)  
INSTRUCTIONS

1. Contractor. Enter contractor's name and mailing address from Block 4 of the EERA. It is important to confirm with the contractor that this is the current mailing address. The EIN/SSN must be completed.
2. Agreement Number. Enter the agreement number from Block 2 of the EERA.
3. Incident Name/#. Enter the incident name and incident number, e.g., ID-BOF-000080.
4. Resource Order Number. Enter the incident order number and request number, e.g., E#, under which the equipment was ordered.
5. Equipment or Animals. Enter the equipment information and cross check with Block 11 of the EERA 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 resource order, the inspection, or the shift ticket.
8. Time of Hire. Enter time of hire from Block 9 of the shift ticket.
9. Incident Unit for Payment. Enter the name and address of the payment office designated by the incident agency or the EERA.
- 10-11. Operating Supplies and Operator. Check the appropriate boxes in accordance with Blocks 7 and 8 of the EERA.
12. Contractor Authorized Commissary. Refer to Block 9 on the EERA.



28 – Exhibit 16 – Continued

EMERGENCY EQUIPMENT USE INVOICE, OF-286 (TEST FORM)  
INSTRUCTIONS

13. Year, Month and Day. Enter appropriate calendar year, month, and day.
- 14-15. Work or Daily Rate and Special Rate. Enter the units worked in sub-block "A" from the shift ticket. Enter the rate in sub-block "B" from Block 13 of the EERA. 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 15 of the EERA. 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. Released/Withdrawn. Check the appropriate box and enter the date and time from Blocks 8, 9, 10, or 11 of the shift ticket.
21. Remarks. Enter any remarks necessary to explain the information on the invoice, such as the reasons for additions or deductions, or a pending claim.
22. Amount Due This Page. Total of entries in column 18 on this page.
23. Previous Page(s). If the invoice is more than one page in length, carry the amounts forward and enter in this block.
24. Additions. Enter any additions to the invoice and explain in Block 21. Attach supporting documents to the invoice.
25. Subtotal Amount Due. Total Blocks 22-24.

28 – Exhibit 16 – Continued

EMERGENCY EQUIPMENT USE INVOICE, OF-286 (TEST FORM)  
INSTRUCTIONS

26. Deductions. Enter any deductions to the invoice and explain in Block 21. Attach supporting documents to the invoice.
27. Total Amount Due. Sum of Blocks 25 and 26.
28. 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.
- 29, 30, 31. Contractor's Signature, Title, Date. The contractor or authorized agent signs, dates, and prints name and title in these blocks.
- 32, 33, 34. Authorized Government Agent 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.

28 – Exhibit 17

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE						SEE COVER FOR INSTRUCTIONS.
INCIDENT OR PROJECT NAME Bad Bear		OWNER OF EQUIPMENT: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Government Name DoRight Construction				E-1
AGREEMENT NUMBER AG-03K0-C-X-9295		TYPE OF EQUIPMENT Caterpillar Dozer D6C		LICENSE OR IDENTIFICATION NUMBER S/N 47A19652		
COMMODITY (circle appropriate items)		QUANTITY	UNIT	UNIT PRICE	AMOUNT	
REGULAR GAS UNLEADED GAS <b>DIESEL</b>		95	Gal	3.39	322.05	
OIL OTHER (specify)						
DATE AND TIME ISSUED 8/5/XX 2000		REMARKS			TOTAL 322.05	
ISSUING AGENT'S SIGNATURE Splash Henderson			PRINT NAME AND TITLE Splash Henderson, Fueler			
RECEIVING AGENT'S SIGNATURE Tanner Jones			PRINT NAME AND TITLE Tanner Jones, Operator			
POSTED TO EQUIPMENT INVOICE (FINANCE USE ONLY); INITIALS					DATE	

FINANCE ATTACHED TO ISSUING AGENT'S OF-286

28 – Exhibit 18

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304  
INSTRUCTIONS

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. Enter the contractor's resource order number.
3. Agreement Number. If contractor owned, enter the agreement number from Block 2 of the EERA. If government owned, enter the request number.
4. Type of Equipment. If contractor owned, enter data from Block 9 of the EERA.
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.

28 – Exhibit 18

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304  
INSTRUCTIONS

13. Remarks. Enter pertinent remarks.
14. Total. Enter total (commodity total plus oil/other total).
- 15-18. Signatures. The issuing agent and receiving agent signs, dates, and prints name and title at the time of issue.
19. Posted to Equipment Invoice. The individual posting the deduction to the invoice initials and dates.

28 – Exhibit 19

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304 (TEST FORM)

<b>EMERGENCY EQUIPMENT FUEL AND OIL ISSUE</b> <i>SEE COVER FOR INSTRUCTIONS</i>		POSTED TO EQUIPMENT INVOICE (FINANCE USE ONLY) INITIALS: _____ DATE: _____		
1. INCIDENT NAME AND NUMBER Bad Bear ID-BOF-000080		2. EQUIPMENT OWNERSHIP (AGENCY OR CONTRACTOR NAME): DoRight Construction		
3. RESOURCE ORDER NUMBER E-1		4. ITEM DESCRIPTION & VIN/SERIAL NUMBER Caterpillar Dozer, D6C, S/N 47A19652		
5. COMMODITY (circle appropriate items) UNLEADED GAS <b>DIESEL</b>		6. QUANTITY 95	7. UNIT Gal	8. UNIT PRICE 3.39
10. OIL OTHER (specify)				9. AMOUNT 322.05
11. DATE AND TIME ISSUED 8/5/XX 2000		12. REMARKS		13. TOTAL 322.05
14. FUEL DISPENSING AGENT'S SIGNATURE <i>Splash Henderson</i>		16. RECEIVING AGENT'S SIGNATURE <i>Tanner Jones</i>		
15. PRINT NAME AND TITLE Splash Henderson, Fueler		17. PRINT NAME AND TITLE Tanner Jones, Operator		
NSN 7540-01-317-7388 50304-101		OPTIONAL FORM 304 (Test) USDA/USDI		

28 – Exhibit 20

**EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304 (TEST FORM) INSTRUCTIONS**

1. Incident Name. Enter the incident name and incident number.
2. Equipment Ownership. 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.
3. Resource Order Number. Enter the incident order number request number, e.g., E# under which the equipment was ordered.
4. Item Description & VIN/Serial Number. Enter the type of equipment and the VIN or serial number.
5. Commodity. Identify the commodity provided.
6. Quantity. Enter the quantity provided.
7. Unit. Enter the unit of measure for the commodity provided.
8. Unit Price. Enter the unit price (obtained from the Procurement Unit Leader or Buying Team Leader) for the commodity provided.
9. Amount. The amount equal to the unit price (Block 8) times the quantity (Block 6).
10. Oil/Other. Enter any other products provided and compute extensions.
11. Date and Time Issued. Enter date and time issued.
12. Remarks. Enter pertinent remarks.
13. Total. Enter total (commodity total plus oil/other total).
- 14-17. Signatures. The issuing agent and receiving agent signs, dates, and prints name and title at the time of issue.

28 – Exhibit 20 – Continued

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304 (TEST  
FORM) INSTRUCTIONS

18. Posted to Equipment Invoice. The individual posting the deduction to the invoice initials and dates.



28 – Exhibit 21

EMERGENCY EQUIPMENT RENTAL-USE ENVELOPE, OF-305

**EMERGENCY EQUIPMENT RENTAL-USE ENVELOPE**

CONTRACTOR <i>DoRight Construction</i>	
RESOURCE ORDER NO. <i>E-1</i>	ORDERED BY <i>Jerri Call</i>
ARRIVED AT MOBILIZATION POINT	LOCATION
DATE <i>8-5-XX</i>	TIME <i>0600</i>
OPERATOR(S) <i>Tanner Jones</i>	
EQUIPMENT TYPE <i>Dozer</i>	SIZE <i>D6C</i>
DATE RELEASED <i>8-6-XX</i>	NUMBER <i>147419652</i>
	TIME RELEASED <i>1600</i>

**FORMS:**

- OF-294 EMERGENCY EQUIPMENT RENTAL AGREEMENT
- OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (**PREUSE**)
- OF-297 EMERGENCY EQUIPMENT SHIFT TICKET(S)
- OF-286 EMERGENCY EQUIPMENT-USE INVOICE
- COMMISSARY ISSUES (IF APPLICABLE)
- OF-288 EMERGENCY FIREFIGHTER TIME REPORT (IF APPLICABLE)
- OF-304 EMERGENCY EQUIPMENT FUEL AND OIL ISSUE (IF APPLICABLE)
- OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (**RELEASE**)
- ALL GOVERNMENT-ISSUED SAFETY EQUIPMENT RETURNED

ALL FORMS ARE INCLUDED IN THIS ENVELOPE. ALL SIGNATURES HAVE BEEN OBTAINED AND THE ENCLOSED INVOICE IS COMPLETE AND READY FOR PAYMENT. ALL FUEL, OIL, PARTS AND COMMISSARY ISSUES HAVE BEEN POSTED.

*Tim Timely* \_\_\_\_\_ *8/7/XX* \_\_\_\_\_ *Will Buyvit, PUL* \_\_\_\_\_ *8/7/XX* \_\_\_\_\_  
EQUIPMENT TIME RECORDER DATE FINANCE SECTION CHIEF OR DATE  
PROCUREMENT UNIT LEADER

NSN 7540-01-317-7367-50305-101

OPTIONAL FORM 305 (7-90)  
USDA/USDI

**ADMINISTRATIVE FOLLOWUP NEEDED**  
YES NO

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CONTINUE ON REVERSE IF NECESSARY

**NOTICE TO CONTRACTOR**

REPORT TO: *Incident Command Post*

INCIDENT: *Bad Bear ID-PAF-000080*

BEFORE LEAVING AN INCIDENT, FINAL INSPECTION AND EQUIPMENT-USE INVOICE MUST BE COMPLETED. YOU ARE NOT CONSIDERED RELEASED AND WILL NOT BE PAID UNTIL ALL INVOICE DOCUMENTS ARE COMPLETED AND SIGNED. CHECK WITH FINANCE SECTION CHIEF.

**CONTRACTOR:**

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## CHAPTER 30 – PROPERTY MANAGEMENT

### Contents

30.04	Responsibilities
30.05	Definitions
31	PROPERTY MANAGEMENT PROGRAM PROCEDURES
32	INCIDENT BASE SECURITY/STORAGE
33	PROPERTY RECEIPTING PROCEDURES
34	IDENTIFICATION
35	PROPERTY ACCOUNTABILITY CONTROLS
36	CLEARANCE AND DEMOBILIZATION PROCEDURES
37	RECYCLING AT INCIDENT BASE
38	EXHIBITS
Exhibit 01	Interagency Incident Waybill, OF-316
Exhibit 02	Incident Replacement Requisition, OF-315
Exhibit 03	Property Loss and Damage Report, OF-289

## CHAPTER 30 – PROPERTY MANAGEMENT

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

### 30.04 – Responsibilities.

1. Agency Administrator is responsible for providing agency property management guidelines and/or procedures to incident personnel.
2. Buying Team Leader is responsible for:
  - A. Reporting the purchase of accountable property to the incident agency.
  - B. Following incident agency guidelines for the purchase of accountable property.
  - C. Working with the incident agency to establish a set of guidelines for the current incident assignment if no guidelines are in place.
3. Incident Commander has overall responsibility for establishing and maintaining a sound property management program for the incident.
4. Supervisors are responsible for informing subordinate personnel of their property accountability responsibilities and ensuring adherence.
5. Incident personnel are responsible for the care, use, and custody of property (government and private) for prompt return of unneeded property, and for promptly reporting lost or damaged property. (See Section 35.4-5.) 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.

30.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code. Specific definitions unique to a chapter are found within that chapter.

31 – PROPERTY MANAGEMENT PROGRAM PROCEDURES. An effective incident property management program should include the following:

1. Establishment of areas where property may be stored and protected.
2. Designation of individuals to receive property and establish receipting procedures.
3. Establishment of property identification and marking procedures for accountable and durable property.
4. Designation of individuals to issue property and establish property accountability controls.
5. Establishment of property clearance and demobilization procedures. These responsibilities must be delegated to individuals who are qualified to perform the duties.
6. Establishment of procedures to ensure compliance with the principles of ethical conduct regarding waste, fraud, and abuse.

32 – 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.

33 – PROPERTY RECEIPTING PROCEDURES. Property and supplies may be furnished from various sources and prompt 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 that 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 (See Section 38, Exhibit 01) or appropriate document. Any information available from shipping containers or persons making delivery must also be noted.

1. From Government Sources of Supply.
  - A. Agency Caches and Warehouses. Acknowledge receipt on Interagency Incident Waybill, OF-316 (See Section 38, Exhibit 01) or appropriate document.
  - B. Other Agencies, State and Local. Use packing lists or other documents accompanying shipments to acknowledge receipt (See Section 38, Exhibit 01).
2. From Commercial Sources of Supply. When incident orders for property and supplies cannot be filled by agency or GSA supply systems, 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.
  - A. 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. (See Chapter 20, Section 24 for acquisition methods.) The charge card holder/convenience check writer is responsible to provide copies of sales slips, etc to the incident agency. Use of government charge cards may be restricted by 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.
  - B. 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.

34 – 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 or GSA, it must be identified as government property.

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

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 that contains item, value, resource request number, incident name, date purchased, and location for return at end of incident, can be used as a tracking tool.

2. 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 marked with paint or etching to show “US GOVT” or an agency-specific marking.

3. 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.

4. 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.

35 – PROPERTY ACCOUNTABILITY CONTROLS. Property and supplies obtained from all sources of supply are under the control of the incident agency.

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

2. Issues, Transfers, and Returns.

A. 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, (See Section 38, Exhibit 01) or approved automated application may be used.

B. Transfers Between Personnel. To transfer assigned property to another person, 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.

C. Transfers Between Crews. To affect a mass transfer of property between crews, the crew supervisor shall ensure that an accurate accounting of property is made, that names of individuals accepting the property are recorded, and notification of the transfer is given to the Supply Unit Leader.

D. 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:

- (1) The National Fire Equipment System (NFES) number.
- (2) Item Number.

- (3) Quantity.
- (4) Description.
- (5) Property number, if the property is accountable or trackable.
- (6) Receiving incident name, incident 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 Tolerance Report will then reflect accurate numbers for both incidents. Three copies of the documentation are required: the incident agency (Final Incident Package), the servicing cache, and the Supply Unit Leader's records.

E. 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. (See Section 35--5.)

3. 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.
4. Damage/Loss. The individual responsible for or assigned the property is responsible to document loss or damage on the Property Loss or Damage Report, OF-289 (Section 38, Exhibit 03 or available electronically at [www.gsa.gov](http://www.gsa.gov)) or appropriate incident or home unit form(s). The individual, supervisor, and witness document facts and circumstances on the form. The Incident Commander or Logistics Section Chief shall review, sign, and take any follow-up action. All reports of loss or damage must be submitted to the incident agency.



A. Government Equipment. The home unit normally adjudicates government equipment damage/loss reports to ensure the correct accounting code is charged.

B. Government Property. The incident agency should limit replacement to those expendable items that are used up on the incident or items, such as hose fittings, that are “acquired” by the incident through the normal firefighting efforts. These expendable items can be replaced at the incident or the incident can approve an Incident Replacement Requisition, OF-315 (See Section 38, Exhibit 02) for replacement of expendable items at the home unit.

IMTs cannot authorize replacement of non-expendable or non-standard cache items. The IMT provides documentation to the incident agency for review and determination. The incident agency may authorize, through written documentation to the home unit, replacement of government property items that have been destroyed or rendered otherwise unserviceable while being used on the incident. However, non-standard cache items should be replaced by the home unit. The incident agency may require that damaged property be turned in before replacement is authorized.

Property numbered items must be carefully tracked and property records documented. Replacement should be handled by the home unit.

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

5. Fire Loss Tolerance. 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 tolerance guidelines. The Incident Commander is accountable for meeting acceptable fire loss use rate guidelines. These guidelines 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, geographical and local 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 tolerance 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.

6. 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 above in Section 35-4.

7. 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 as in Section 35--6.

36 – 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.

1. Return of Property. After checking in property (accountable and durable), property management personnel shall inspect all property. If property is damaged to the extent that it is uneconomical 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 a waybill document.

2. 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 form(s) to the incident agency for submission to employee's or cooperator's home unit. A casual's deduction will be made on the Emergency Firefighter Time Report, OF-288. A contractor's deductions will be made on the Emergency Equipment Use Invoice, OF-286 or other established payment document.

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

37 – 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:

1. Determine if recycling is an option. Coordinate with the incident agency and use established agreements or contracts to the extent possible.
2. 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.
3. Demobilization. The Logistics Section will coordinate with the incident agency to ensure all recyclable material is disposed of properly.

38 – EXHIBITS.

38 – Exhibit 01

INTERAGENCY INCIDENT WAYBILL, OF-316

Date	Time	<b>INTERAGENCY INCIDENT WAYBILL</b>			Page 1 of _____
<b>Ship To</b>			<b>Shipped From</b>		
<b>Incident name</b>			<b>Carrier/Driver name:</b>		
<b>Incident number</b>		<b>Vehicle number</b>		<b>Trlr number</b>	
<b>Accounting/Mgmt Code</b>		<b>Pieces</b>		<b>Weight</b>	
<b>Contact name/phone</b>		<b>ETD</b>		<b>ETA</b>	
HAZARDOUS MATERIALS DECLARATION					
Proper Shipping Name		Hazard Class	Identification Number	Packing Group	Total Quantity
This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.					
<b>Signature of Shipper</b>				<b>Emergency Response Phone Number</b>	
<b>Item #</b>	<b>NFES #</b>	<b>Quantity</b>	<b>U/I</b>	<b>Item Description</b>	<b>Property Number</b>
<b>Received by (signature)</b>		<b>Position Title</b>		<b>Date/Time</b>	

7540-01-475-4307

OPTIONAL FORM 316 (4-2000)



50316-101

**COPY 1 SHIPPER**

38 – Exhibit 01 – Continued

INTERAGENCY INCIDENT WAYBILL, OF-316

**Interagency Incident Waybill Instructions**

The completion of this form: 1. insures 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 "Ship 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 number and BLM charge codes.

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

Carrier/Driver/Vehicle #: 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 #: Incident use to identify a specific line item.

NFES #: National Fire Equipment System assigned number.

Qty: Quantity

U/I: Unit of issue

Item 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.



38 – Exhibit 02

INCIDENT REPLACEMENT REQUISITION, OF-315

INCIDENT REPLACEMENT REQUISITION

INCIDENT ORDER NUMBER				ISSUE NUMBER (FOR CACHE USE)							
INCIDENT NAME				ACCOUNTING/MANAGEMENT CODE							
				AGENCY SHIPPING ADDRESS NAME							
				ADDRESS (NO P.O. BOX)							
CITY		STATE		ZIP		CITY		STATE		ZIP	
PERSON ORDERING						TITLE					
DATE/TIME REQUIRED											
REQUESTED METHOD OF DELIVERY											
REQUEST NUMBER	NFES NO.	QUANTITY	U/I	ITEM DESCRIPTION				PAGE OF			



38 – Exhibit 02 – Continued

INCIDENT REPLACEMENT REQUISITION, OF-315

INSTRUCTIONS FOR INCIDENT REPLACEMENT REQUISITION

**TYPE I or TYPE II INCIDENTS**

The incident Supply Unit Leader (SPUL) will be responsible for handling incident replacement requisitions when a Type I or Type II incident management team is assigned. The SPUL approves replacement request based on Engine Accountability sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

- If equipment and supplies are available at the incident for replacement, the request is filled at the incident supply unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is not being immediately demobilized, the Supply Unit will place a resource order for needed items through appropriate channels to the servicing fire cache. The order will be shipped to the incident and replacement will take place at the Supply Unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an Incident Replacement Requisition will be completed by the Supply Unit and forwarded to the geographic area cache.
- All national geographic area caches will accept Incident Replacement Requisitions.
- Authorized approvals and signatures MUST be included on the requisition. For Type I and II incidents, these approvals are limited to: Incident Supply Unit Leader, Logistics Section Chief, Support Branch Director, Incident Commander or Agency Administrator or Representative.

**TYPE III or TYPE IV INCIDENTS**

The hosting unit agency administrator or representative, such as the Fire Management Officer, will be responsible for handling incident replacement requisitions on Type III and IV incidents. The agency representative approves replacement request based on Engine Accountability sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

- If equipment and supplies are available at the incident for replacement, the request is filled at the incident host unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is not being immediately demobilized, the hosting unit will place a resource order for needed items through appropriate channels to the servicing fire cache. The order will be shipped to the incident and replacement will take place at the host unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an Incident Replacement Requisition will be completed by the host unit and forwarded to the geographic area cache.
- All national geographic area caches will accept Incident Replacement Requisitions.
- Type III and IV incident approvals are limited to the Agency Administrator or Representative (i.e., Fire Management Officer).

Replacement orders must be processed within 30 days of control of incident.

The incident's servicing cache may forward completed requisitions to the requesting unit's geographic area cache for processing.

If a cache is unable to fill the request (i.e., does not stock item), the cache will forward request to the closest cache that does stock the item for processing.

OPTIONAL FORM 315 (4-2000) BACK



38 – Exhibit 03

PROPERTY LOSS OR DAMAGE REPORT, OF-289

<b>PROPERTY LOSS OR DAMAGE REPORT Fire Suppression</b>		1. CREW NAME OR NO.	2. ID NO. (Form OF-288, Emerg. Firefighter Time Report)
		3. ISSUED TO (Name and Address)	
4. ISSUING OFFICE OR CAMP NAME			
5. FIRE NAME	6. FIRE NO.	7. TYPE EMPLOYEE (Mark one with "X") <input type="checkbox"/> Regular Govt. <input type="checkbox"/> Casual Firefighter <input type="checkbox"/> Other	
8. DESCRIPTION OF PROPERTY LOST OR DAMAGED (Include Property No., if applicable)			QUANTITY
a.			
b.			
c.			
9. Employee report on circumstances of loss or damage to property listed:			
10. SIGNATURE			11. DATE
12. Witness report:			
13. SIGNATURE			14. DATE
15. Fire Boss or Property Control Officer comments regarding loss or damage:			
16. SIGNATURE	17. TITLE	18. DATE	

NSN 7540-01-124-7834

OPTIONAL FORM 289 (9-81)  
 USDA/USDI  
 50289-101

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## CHAPTER 40 – INCIDENT BUSINESS MANAGEMENT COORDINATION

### Contents

40	INCIDENT BUSINESS MANAGEMENT COORDINATION
40.04	Responsibility
40.05	Definitions
41	INCIDENT AGENCY COORDINATION
42	INCIDENT MANAGEMENT TEAM (IMT) COORDINATION
43	BUYING TEAM COORDINATION
44	ADMINISTRATIVE PAYMENT TEAM (APT) COORDINATION
45	INCIDENT INFORMATION TECHNOLOGY COORDINATION
46	OTHER TEAM COORDINATION
47	EXHIBITS
Exhibit 01	Time Unit Incident Finance Package Guidelines
Exhibit 02	Commissary Incident Finance Package Guidelines
Exhibit 03	Compensation for Injury Incident Finance Package Guidelines
Exhibit 04	Claims Incident Finance Package Guidelines
Exhibit 05	Procurement Unit Incident Finance Package Guidelines
Exhibit 06	Cost Unit Incident Finance Package Guidelines

## CHAPTER 40 – INCIDENT BUSINESS MANAGEMENT COORDINATION

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

### 40 – INCIDENT BUSINESS MANAGEMENT COORDINATION.

#### 40.04 – Responsibility.

1. Incident agency is responsible for establishing business management requirements and monitoring the quality and/or progress of incident business management throughout the incident.
2. Incident management team is responsible for ensuring all incident business management requirements are met prior to close-out with the incident agency or transfer of command to another IMT.

40.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code.

41 – 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:  
<http://www.nwcg.gov/teams/ibpwt/instructional.html>.

Business Management Briefing Package. As part of the briefing package, the Agency Administrator should provide incident business management information and expectations to the IMT (see Operating Guidelines, Incident Business Administration in Appendix B – Tool Kit). The information should contain:

1. Identification of the 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 Practices Working Team web page found at: <http://www.nwcg.gov/teams/ibpwt/instructional.html>.

2. Names with office and cell phone numbers of incident agency contacts for each function (Compensation/Claim, Time, Commissary, 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.
3. Availability of, or need for, acquisition and fiscal support, e.g., buying team, administrative payment team, and the requirements of each.
4. 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 in order that the documentation process can be established from the onset of the incident.
5. IFP guidelines can be found in Section 47, Exhibits 01-06. These guidelines should be supplemented to meet the specific needs of the incident agency. Unit logs are normally included in the final incident package by the Planning Section.
6. Any other agency-specific issues, requirements, or information such as:
  - A. Potential claim areas.
  - B. Cooperative and/or mutual aid agreements and contacts.
  - C. Cost share criteria.
  - D. Payment procedures.
  - E. Military operations.
  - F. Use of National Guard.
  - G. Service and Supply Plan (See Chapter 20, Section 22).
  - H. Property Management Guidelines (See Chapter 30.)
  - I. Geographic Area Supplement, e.g., equipment rates, AD exception positions.
  - J. Recycling (See Chapter 30, Section 37).
  - K. Incident records documentation (see [www.nifc.gov/records/index.html](http://www.nifc.gov/records/index.html).)
  - L. Local cache items available, e.g., fax machines, coolers, chairs, phones.

M. Procedures and requirements for uploading the I-Suite database to the National Data Repository (see <http://isuite.nwcg.gov>).

7. 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.

42 – 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 requirements, 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 relief 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.

43 – 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 available for national dispatch. (See National Interagency Mobilization Guide)

The Buying Team leader coordinates with incident agency personnel and the IMT, ensures goods and services are purchased in accordance with incident agency policy and maintains proper documentation in accordance with the National Buying Team Guide 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 “defacto” payment teams. Incident agencies should order an Administrative Payment Team if the incident situation warrants.

44 – 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 the incident agency does not have the resources to timely process payments.

The APT is authorized to make payment for supplies, materials, services, equipment rental, and casualties 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 Office (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.



APTs utilize a Contracting Officer for interpreting contracts and agreements while processing incident payments. If the composition of the APT does not include a Contracting Officer, the incident agency may provide one if necessary.

#### 45 – 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 Computer Technical Specialist (CTSP) 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 that is provided by their agency. Standard practices need to 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 those systems required as part of an incident assignment should be taken to an incident. Computer systems may be connected to an incident agency in a controlled and negotiated manner. Once a system is released from the incident, it should only be reconnected to the home unit corporate network after meeting home unit agency security standards 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. At no time shall an individual's personally owned computer be attached to the incident network.

When I-Suite is used on an incident the IMT is required to upload the I-Suite database to the National Data Repository (see instructions at <http://isuite.nwcg.gov>) and provide an electronic version to the incident agency in the final incident package. 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 that the IMT has complied with this requirement prior to release of the team.

46 – 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 Team, Fire and Aviation Safety (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. See appropriate agency/interagency handbook for specific team responsibilities and expectations, e.g., BAER Handbook, Prevention Handbook.

47 – EXHIBITS

47 – Exhibit 01

TIME UNIT INCIDENT FINANCE PACKAGE GUIDELINES

These guidelines 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.

1. Provide a written narrative that summarizes actions and decisions of the Time Unit Leader.
2. Logs: Submit originals of all logs, e.g., excess hours log, operational period logs.
3. Provide documentation of excess hours worked and approved by the Incident Commander.
4. Emergency Firefighter Time Reports, OF-288.

A. Provide written documentation on outstanding items, unresolved issues, and problems. Include recommendations for resolution.

B. Casuals:

(1) Crews:

File copies are to be grouped by crew, alphabetized within the crew, and labeled with crew name.

Provide a copy of crew agreement if applicable.

(2) Single Resource:

Alphabetize file copies, label as “Single Resource Casuals”.

If single resource casuals have been hired on the incident, submit originals of the I-9, W-4, W-5, state tax forms, OF-288, and Single Resource Casual Hire Form per agency direction.

47 – Exhibit 01 – Continued

TIME UNIT INCIDENT FINANCE PACKAGE GUIDELINES

C. Regular Government Employees and Cooperators:

(1) Crews:

File copies are to be grouped by crew, alphabetized within the crew, and labeled appropriately.

(2) Single Resource:

Alphabetize file copies and label appropriately.

5. Crew Time Reports, SF-261:

A. Crews: File copies are to be grouped by crew, alphabetized within the crew, and labeled appropriately. May attach to OF-288.

B. Single Resource: Alphabetize file copies and label appropriately. May attach to OF-288.

47 – Exhibit 02

COMMISSARY INCIDENT FINANCE PACKAGE GUIDELINES

These guidelines 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. Provide a narrative that documents decisions and actions of the Commissary Manager.
2. Provide 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).
4. Contractor-Provided Commissary:
  - A. File vendor invoices and supporting documentation, including commissary issue copies with posting verification, by date/operational period. Include a copy of the commissary operating plan. Complete all required invoices and payment documents according to the terms of the contract.

47 – Exhibit 02 – Continued

COMMISSARY INCIDENT FINANCE PACKAGE GUIDELINES

- B. Provide written evaluation of contractor's performance as stated in the contract.

47 – Exhibit 03

COMPENSATION FOR INJURY INCIDENT FINANCE PACKAGE  
GUIDELINES

These guidelines 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. Provide written general narrative that documents actions and decisions of the Injury Compensation Specialist or Compensation Claims Unit Leader without including any Privacy Act protected information. Examples of information for the narrative include: statistical information re: number of claims filed, number of medical authorizations issued, etc.
2. Injury Compensation Documents.

No injury/illness claim documentation shall be kept in the IFP.

- A. Submit original Injury/Illness Log.
- B. Destroy temporary copies of claim documentation.

47 – Exhibit 04

CLAIMS INCIDENT FINANCE PACKAGE GUIDELINES

These guidelines may be used by the incident agency to identify the Claims requirements for the IFP and may be amended to meet agency-specific requirements. (See Chapter 20, Section 26.6. for contract claim information.)

1. Provide written narrative that documents actions and decisions of the Claims Specialist or Compensation/Claims Unit Leader.
2. Provide 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. Include incident recommendations as appropriate.



47 – Exhibit 05

PROCUREMENT UNIT INCIDENT FINANCE PACKAGE GUIDELINES

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

1. Provide written narrative that documents actions and decisions of the Procurement Unit Leader, Contracting Officer, and/or Procurement Officer.
2. Submit original equipment logs (Equipment hired, Equipment Vendor Deduction, etc.).
3. Equipment Files - Utilize the Emergency Equipment Rental-Use Envelope, OF-305; file alphabetically into two groups: Ready for payment and follow-up required. 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. Emergency Equipment Rental Agreement, OF-294.
  - B. Vehicle/Heavy Equipment Checklist (Pre- and Post-use Inspections), 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 Number.
  - G. Commissary Issue Records, OF-287.
  - H. Contracted Commissary Issue Record.

47 – Exhibit 05 – Continued

PROCUREMENT UNIT INCIDENT FINANCE PACKAGE GUIDELINES

- I. Other deduction/credit documentation, e.g., agency-provided repair/parts invoices.
- J. Documentation of existing or potential contract claims.
- K. Follow-up required.

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.

- 4. Provide documentation of all Land-Use and other agreements that have 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.
- 5. Provide documentation of all purchases made by the incident personnel, e.g., agency charge card or convenience check purchases.

47 – Exhibit 06

COST UNIT INCIDENT FINANCE PACKAGE GUIDELINES

These guidelines 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. Provide written narrative that documents actions and decisions of the Cost Unit Leader.
2. Provide written documentation on all outstanding items, unresolved issues, problems, etc. Include recommendations for resolution.
3. Submit original Cost Log showing daily cost estimate by major categories (Personnel, Equipment, Aircraft, etc.).
4. Submit original Daily Cost Estimates with supporting documentation. Sort chronologically.
5. Provide originals of cost analysis/projections and cost savings measures.
6. Include copies of accrual reports submitted to the incident agency, if applicable.
7. Include any other documentation including computer-generated reports, graphs, and printouts.
8. Provide copies of cost share agreements.

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## CHAPTER 50 – INTERAGENCY COOPERATIVE RELATIONS

### Contents

51	COOPERATIVE AGREEMENTS
51.04	Responsibilities
51.05	Definitions
51.1	Agreements between U.S. Government Agencies
51.1-1	Executive Agency or Departmental Level
51.1-2	Bureau Level
51.1-3	Area Level
51.1-4	Local Level
51.1-5	Agreements with Tribes
51.2	Agreements between Federal and State Fire Organizations
51.3	Agreements with Other Governmental Entities
51.4	Cost Share Agreements for Multi-Jurisdiction Incidents
52	STATE FIRE MANAGEMENT ASSISTANCE
52.01	Authority
52.1	Process
53	MILITARY INVOLVEMENT
53.01	Authority
53.04	Responsibility
53.1	Modular Airborne Fire Fighting System(s) (MAFFS)
53.2	Military Costs and Billings
53.3	Exhibits (Reserved)

## CHAPTER 50 – INTERAGENCY COOPERATIVE RELATIONS

This chapter provides information and guidelines relating to interagency agreements, cooperative agreements, Presidential Declared Disasters through the Federal Emergency Management Agency (FEMA), FEMA fire management assistance to states, and use of the military.

### 51 – COOPERATIVE AGREEMENTS.

#### 51.04 – Responsibilities.

1. Incident agency is responsible for:
  - A. Providing a copy of applicable agreements along with annual operating plans to incident management personnel in order to ensure compliance and avoid misunderstandings.
  - B. Negotiating additions or changes to Annual Operating Plans (AOP) when needed and distributing copies of the modified AOP, as appropriate.
2. Incident management team is responsible for knowing the terms and conditions of agreements and operating plans so that those terms and conditions are adhered to, e.g., appropriately managing and utilizing equipment and personnel and documenting costs.
3. Finance/Administration Section Chief is responsible for knowing the provisions in the agreements that have a bearing on incident business management and related recordkeeping.

51.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code.

Formal Agreements. Formal agreements include any written document between the responsible agency and any other federal bureau or agency; state government agency; tribes; governing official or governing board of a unit of local government or agency of local government; or any organization, public or private, with authority to commit itself, setting forth a policy covering respective or mutual responsibilities with respect to mutual goals and the manner in which such responsibilities shall be carried out.

### 51.1 – 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, or other appropriate distribution method.

51.1-1 – Executive Agency or Departmental Level. These are agreements 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 and require statutory authority.

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), and 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. The interagency agreement facilitates the cooperative use of fire related resources during national or regional all hazard incidents. A copy of this agreement can be found in Section 42 of the National Interagency Mobilization Guide.

51.1-2 – Bureau Level. These are agreements between or among principal sub-units of executive agencies or departments; for example, Bureau of Land Management, Forest Service, Bureau of Indian Affairs, National Park Service, or Fish and Wildlife Service.

51.1-3 – Area Level. These are agreements between or among regions, areas, or other major geographical subdivisions of federal bureaus.

51.1-4 – Local Level. These are agreements between or among forests, districts, parks, reservations, refuges, etc.

51.1-5 – 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 nor 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 Officer's Representative (COR) or a Federal Trust Officer should be available who can assist the IMT in coordination with the tribe.

51.2 – Agreements between Federal and State Fire Organizations. 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 plan 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.

The following Sections are included for supplemental, local, or geographic area agreements:

51.3 – Agreements with Other Governmental Entities. These are agreements with local governments. Foreign government agreements are completed at the National level and require specific authority.

51.4 – 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 must review the agreement and annual operating plan for direction applicable to the specific cooperators. (See Chapter 80, Section 86.)

## 52 – STATE FIRE MANAGEMENT ASSISTANCE.

52.01 – Authority. Section 420 of the Stafford Act authorizes the President to provide assistance to any state for the suppression of fire on publicly or privately-owned forest or grassland, which threatens such destruction as would constitute a major disaster. The Federal Emergency Management Agency (FEMA) is delegated the authority to administer this program. Assistance for qualifying incidents is provided in the form of reimbursements in accordance with a Fire Suppression Assistance Agreement between FEMA and the state.

52.1 – Process. For administering the program, the FEMA Regional Director obtains technical advice and assistance from a designated individual referred to as a Principal Advisor. The Principal Advisor is a representative from either the Forest Service or the Bureau of Land Management.

In cases where a state has requested reimbursement of eligible fire management assistance costs from FEMA, incident management personnel may be asked to help state personnel or the Principal Advisor obtain information to support the state's reimbursement claim request. FEMA uses a comprehensive set of criteria to determine whether wildland fire costs meet the eligibility requirements and the intent of the Stafford Act, and are eligible for reimbursement.

Should an incident be declared eligible for FEMA assistance, the state, the Principal Advisor, and the IMT work together to assure existing agreements are understood 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 Fire Management Assistance Agreement. 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 and the 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 intent of the Fire Management Assistance Agreement.

IMTs should consider the following:

1. 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.
2. If the answer is “yes”, the Incident Commander and the FSC should meet with the state officials and the Principal Advisor to establish the cost accounting requirements and documentation required to meet the state's needs under their agreement with FEMA.



3. Request a Cost Unit Leader with capability to track incident costs by operational period using automated methods.
4. Request copies of all cooperative fire agreements between the state and their local and federal cooperators, as well as any cost share agreements.
5. Make sure all pay documents include the specific incident order and request numbers(s). FEMA will look for this cross reference when auditing the incident records for reimbursements.

### 53 – MILITARY INVOLVEMENT.

53.01 – Authority. The Interagency Agreement among the United States Department of Defense (DoD) and the United States Departments of Agriculture and the Interior is published in the National Interagency Mobilization Guide, Chapter 40, Cooperation. The information contained in the National Interagency Mobilization Guide and the Military Use Handbook provides the responsibilities, policy, and operational procedures regarding the military's support to the wildland fire management agencies, which includes request and use of their qualified civilian employees. Refer to this section for detailed information regarding support requests, and funding obligations, billing and payment procedures.

53.04 - 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.

53.1 – Modular Airborne Fire Fighting System(s) (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, Administrative Procedures.

53.2 – 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 agreement and the Military Use Handbook for reimbursement criteria.

53.3 – Exhibits. (Reserved)

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## CHAPTER 60 – ACCIDENT INVESTIGATION AND REPORTING

### Contents

60.04	Responsibilities
60.05	Definitions
61	INITIAL NOTIFICATION OF ACCIDENT
62	ACCIDENT INVESTIGATION
63	FIRE ENTRAPMENT INVESTIGATION
64	SHELTER DEPLOYMENT
65	ACCIDENT REPORT
66	EXHIBITS
Exhibit 01	Motor Vehicle Accident Report, SF-91
Exhibit 02	Statement of Witness, SF-94

## CHAPTER 60 – ACCIDENT INVESTIGATION AND REPORTING

The level of accident investigation is determined by the complexity and severity of the event. Jurisdictional agency policy will determine the type of investigation. The purpose of an investigation is to identify organizational deficiencies that are the source of the incident or accident and recommend specific corrective actions.

For accident or incident reporting requirements refer to agency specific procedures.

### 60.04 – Responsibilities.

1. Agency Administrator is responsible for providing the Incident Commander direction through the Delegation of Authority regarding the performance and execution of accident investigations.
2. Incident Commander is responsible for:
  - A. Managing the overall incident safety program through all incident personnel.
  - B. Ensuring that all accidents are investigated and documented.
  - C. Notifying the Agency Administrator of an accident.
3. Safety Officer is responsible for providing staff assistance and guidance to the IC to aid in meeting safety responsibilities and determining the level of investigation.
4. First line supervisors (immediate supervisors) are responsible for:
  - A. Identifying and assessing hazards and taking appropriate mitigation measures utilizing the risk management process.
  - B. Ensuring their subordinates perform activities in a safe manner.
  - C. Notifying their supervisor of an accident and securing the scene.
5. Incident personnel are responsible for performing safely, reporting observable hazards, and reporting accidents to their supervisor.

60.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code

Accident. An accident is an unexpected occurrence in a sequence of events that produces an injury, death, or property damage.

61 – INITIAL NOTIFICATION OF ACCIDENT.

1. General Requirements. All accidents shall be reported to the immediate supervisor, who in turn shall notify the responsible Section Chief and Safety Officer.
2. Special Requirements. The incident agency will notify the individual's home unit in the event of serious injury.
3. Notification of Next of Kin. In the case of a fatality or a serious traumatic injury, the IC shall privately notify the Agency Administrator. The Agency Administrator shall notify the individual's home unit Agency Administrator. The home unit Agency Administrator shall notify the next of kin following agency procedures. (See the Agency Administrator's Guide for Critical Incident Management, PMS 926).

62 – ACCIDENT INVESTIGATION. Users of this handbook should obtain jurisdictional agency procedures or policies for investigations.

1. Multi-Jurisdictional Accident Investigations. The involved agencies will jointly determine accident investigation processes and procedures.
2. Aircraft accidents. Most aircraft accident investigations will involve the National Transportation Safety Board. The involved agencies will jointly determine accident investigation processes and procedures.
3. Motor Vehicle Accident Reports. If the 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, (See Section 66, Exhibits 01 and 02) may be used to document motor vehicle accidents.
4. Accident Investigation Report. In general, an accident investigation should:

- A. Identify factual data about the factors and circumstances relating to the incident.
- B. Analyze the findings to identify the significant factors involved and their relationships.
- C. State conclusions reached from analysis of the findings.
- D. Recommend actions to prevent future occurrences.
- E. Be fully developed and clearly reported.
- F. Include a complete factual and unbiased report and include the following:
  - (1) Description of the damage and circumstances leading to the accident; including location of the area, sequence of events, weather, and road conditions, if applicable.
  - (2) Law enforcement investigation report if one was required.
  - (3) List of witnesses and statements.
  - (4) Sketches, maps, diagrams, or photographs of the scene or equipment.

63 – FIRE ENTRAPMENT INVESTIGATION. The investigation is initiated by the IC through the Agency Administrator following agency protocol.

An entrapment is a situation where personnel are unexpectedly caught in a fire behavior-related, life-threatening position where planned escape routes or safety zones are absent, inadequate, or have been compromised. An entrapment may, or may not, include deployment of a fire shelter for its intended purpose.

These situations may, or may not result in injury and they include “near misses”.

NWCG has developed recommended guidelines for investigation and review of fire entrapment situations. These guidelines are not intended to replace agency-specific investigation protocol. (See Investigating Wildland Fire Entrapments, Missoula Technology Development Center, 2001, document number 0151-2823-MTDC)

The IC should coordinate with the Agency Administrator to complete the Wildland Fire Fatality and Entrapment Initial Report, PMS 405-1.

64 – SHELTER DEPLOYMENT. Shelter deployment may occur in situations where individuals are not entrapped. Anytime a shelter is deployed (other than for training purposes), regardless of circumstances, notification to the Agency Administrator is required. The level of investigation will be determined by jurisdictional agency policy.

65 – ACCIDENT REPORT. Any accident report generated by the incident management team shall be reviewed with the Agency Administrator and included in the final incident documentation package.

66 – EXHIBITS

66 – Exhibit 01

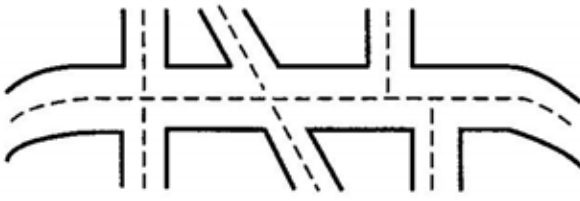
MOTOR VEHICLE ACCIDENT REPORT, SF-91

<b>MOTOR VEHICLE ACCIDENT REPORT</b>	Please read the Privacy Act Statement on Page 3.	INSTRUCTIONS: Sections I thru IX are filled out by the vehicle operator. Section X, Items 72 thru 82c are filled out by the operator's supervisor. Sections XI thru XIII are filled out by an accident investigator for bodily injury, fatality, and/or damage exceeding \$500.			
<b>SECTION I - FEDERAL VEHICLE DATA</b>					
1. DRIVER'S NAME (Last, first, middle)		2. DRIVER'S LICENSE NO./STATE/LIMITATIONS		3. DATE OF ACCIDENT	
4a. DEPARTMENT/FEDERAL AGENCY PERMANENT OFFICE ADDRESS				4b. WORK TELEPHONE NUMBER ( )	
5. TAG OR IDENTIFICATION NUMBER	6. EST. REPAIR COST \$	7. YEAR OF VEHICLE	8. MAKE	9. MODEL	
11. DESCRIBE VEHICLE DAMAGE				10. SEAT BELTS USED <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>SECTION II - OTHER VEHICLE DATA (Use Section VIII if additional space is needed.)</b>					
12. DRIVER'S NAME (Last, first, middle)			13. DRIVER'S LICENSE NUMBER/STATE/LIMITATIONS		
14a. DRIVER'S WORK ADDRESS				14b. WORK TELEPHONE NUMBER ( )	
15a. DRIVER'S HOME ADDRESS				15b. HOME TELEPHONE NUMBER ( )	
16. DESCRIBE VEHICLE DAMAGE				17. ESTIMATED REPAIR COST \$	
18. YEAR OF VEHICLE	19. MAKE OF VEHICLE	20. MODEL OF VEHICLE		21. TAG NUMBER AND STATE	
22a. DRIVER'S INSURANCE COMPANY NAME AND ADDRESS				22b. POLICY NUMBER	
				22c. TELEPHONE NUMBER ( )	
23. VEHICLE IS <input type="checkbox"/> CO-OWNED <input type="checkbox"/> RENTAL <input type="checkbox"/> LEASED <input type="checkbox"/> PRIVATELY OWNED		24a. OWNER'S NAME(S) (Last, first, middle)		24b. TELEPHONE NUMBER ( )	
25. OWNER'S ADDRESS(ES)					
<b>SECTION III - KILLED OR INJURED (Use Section VIII if additional space is needed.)</b>					
26. NAME (Last, first, middle)			27. SEX	28. DATE OF BIRTH	
29. ADDRESS					
A	30. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		31. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)	32. LOCATION IN VEHICLE	33. FIRST AID GIVEN BY
	34. TRANSPORTED BY		35. TRANSPORTED TO		
36. NAME (Last, first, middle)			37. SEX	38. DATE OF BIRTH	
39. ADDRESS					
B	40. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		41. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)	42. LOCATION IN VEHICLE	43. FIRST AID GIVEN BY
	44. TRANSPORTED BY		45. TRANSPORTED TO		
46. Pedestrian	a. NAME OF STREET OR HIGHWAY		b. DIRECTION OF PEDESTRIAN (SW corner to NE corner, etc.) FROM TO		
	c. DESCRIBE WHAT PEDESTRIAN WAS DOING AT TIME OF ACCIDENT (Crossing intersection with signal, against signal, diagonally, in roadway playing, walking, hitchhiking, etc.)				



66 – Exhibit 01 – Continued

MOTOR VEHICLE ACCIDENT REPORT, SF-91

SECTION IV - ACCIDENT TIME AND LOCATION (Use Section VIII if additional space is needed.)																													
47. DATE OF ACCIDENT	48. PLACE OF ACCIDENT (Street address, city, state, ZIP Code; Nearest landmark; Distance nearest intersection; Kind of locality (industrial, business, residential, open country, etc.); Road description).																												
49. TIME OF ACCIDENT AM PM																													
50. INDICATE ON THIS DIAGRAM HOW THE ACCIDENT HAPPENED <small>Use one of these outlines to sketch the scene. Write in street or highway names or numbers.</small>		51. POINT OF IMPACT (Check one for each vehicle)																											
<p>a. Number Federal vehicle as 1, other vehicle as 2, additional vehicle as 3 and show direction of travel with arrow.</p> <p>Example: → 1   2 ←</p> <p>b. Use solid line to show path before accident and broken line after the accident.</p> <p>c. Show pedestrian by ○</p> <p>d. Show railroad by ++++++</p> <p>e. Place arrow in the circle to indicate NORTH</p> 			<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">FED</th> <th style="width: 10%;">2</th> <th style="width: 80%;">AREA</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td>a. FRONT</td></tr> <tr><td> </td><td> </td><td>b. R. FRONT</td></tr> <tr><td> </td><td> </td><td>c. L. FRONT</td></tr> <tr><td> </td><td> </td><td>d. REAR</td></tr> <tr><td> </td><td> </td><td>e. R. REAR</td></tr> <tr><td> </td><td> </td><td>f. L. REAR</td></tr> <tr><td> </td><td> </td><td>g. R. SIDE</td></tr> <tr><td> </td><td> </td><td>h. L. SIDE</td></tr> </tbody> </table>	FED	2	AREA			a. FRONT			b. R. FRONT			c. L. FRONT			d. REAR			e. R. REAR			f. L. REAR			g. R. SIDE		
FED	2	AREA																											
		a. FRONT																											
		b. R. FRONT																											
		c. L. FRONT																											
		d. REAR																											
		e. R. REAR																											
		f. L. REAR																											
		g. R. SIDE																											
		h. L. SIDE																											
52. DESCRIBE WHAT HAPPENED (Refer to vehicles as "Fed", "2", "3", etc. Please include information on posted speed limit, approximate speed of the vehicles, road conditions, weather conditions, driver visibility, condition of accident vehicles, traffic controls (warning light, stop signal, etc.) condition of light (daylight, dusk, night, dawn, artificial light, etc.), and driver actions (making U-turn, passing, stopped in traffic, etc.).																													
SECTION V - WITNESS/PASSENGER (Witness must fill out SF 94, Statement of Witness) (Continue in Section VIII.)																													
A	53. NAME (Last, first, middle)	54. WORK TELEPHONE NUMBER ( )	55. HOME TELEPHONE NUMBER ( )																										
	56. BUSINESS ADDRESS	57. HOME ADDRESS																											
B	58. NAME (Last, first, middle)	59. WORK TELEPHONE NUMBER ( )	60. HOME TELEPHONE NUMBER ( )																										
	61. BUSINESS ADDRESS	62. HOME ADDRESS																											
SECTION VI - PROPERTY DAMAGE (Use Section VIII if additional space is needed.)																													
63a. NAME OF OWNER	63b. OFFICE TELEPHONE NUMBER ( )	63c. HOME TELEPHONE NUMBER ( )																											
63d. BUSINESS ADDRESS	63e. HOME ADDRESS																												
64a. NAME OF INSURANCE COMPANY	64b. TELEPHONE NUMBER ( )	64c. POLICY NUMBER ( )																											
65. ITEM DAMAGED	66. LOCATION OF DAMAGED ITEM	67. ESTIMATED COST \$																											
SECTION VII - POLICE INFORMATION																													
68a. NAME OF POLICE OFFICER	68b. BADGE NUMBER	68c. TELEPHONE NUMBER																											
69. PRECINCT OR HEADQUARTERS	70a. PERSON CHARGED WITH ACCIDENT	70b. VIOLATION(S)																											

66 – Exhibit 01 – Continued

MOTOR VEHICLE ACCIDENT REPORT, SF-91

**SECTION VIII - EXTRA DETAILS**

SPACE FOR DETAILED ANSWERS. INDICATE SECTION AND ITEM NUMBER FOR EACH ANSWER. IF MORE SPACE IS NEEDED, CONTINUE ITEMS ON PLAIN BOND PAPER.

**SECTION IX - FEDERAL DRIVER CERTIFICATION**

In compliance with the Privacy Act of 1974, solicitation of the information requested on this form is authorized by Title 40 U.S.C. Section 491. Disclosure of the information by a Federal employee is mandatory as the first step in the Government's investigation of a motor vehicle accident. The principal purposes for using this information is to provide necessary data for legal counsel in legal actions resulting from the accident and to provide accident information/statistics in analyzing accident causes and developing methods of reducing accidents. Routine use of information may be by Federal, State or local governments, or agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions. An employee of a Federal agency who fails to report accurately a motor vehicle accident involving a Federal vehicle or who refuses to cooperate in the investigation of an accident may be subject to administrative sanctions. I certify that the information on this form (Sections I thru VIII) is correct to the best of my knowledge and belief.

71a. NAME AND TITLE OF DRIVER	71b. DRIVER'S SIGNATURE AND DATE
-------------------------------	----------------------------------

**SECTION X - DETAILS OF TRIP DURING WHICH ACCIDENT OCCURRED**

72. ORIGIN	73. DESTINATION
74. EXACT PURPOSE OF TRIP	

75. TRIP BEGAN	DATE	TIME (Circle one) a.m. p.m.	76. ACCIDENT OCCURRED	DATE	TIME (Circle one) a.m. p.m.
----------------	------	-----------------------------------	-----------------------	------	-----------------------------------

77. AUTHORITY FOR THE TRIP WAS GIVEN TO THE OPERATOR <input type="checkbox"/> ORALLY <input type="checkbox"/> IN WRITING (Explain)	78. WAS THERE ANY DEVIATION FROM DIRECT ROUTE <input type="checkbox"/> NO <input type="checkbox"/> YES (Explain)
---	---

79. WAS THE TRIP MADE WITHIN ESTABLISHED WORKING HOURS <input type="checkbox"/> YES <input type="checkbox"/> NO (Explain)	80. DID THE OPERATOR, WHILE ENROUTE, ENGAGE IN ANY ACTIVITY OTHER THAN THAT FOR WHICH THE TRIP WAS AUTHORIZED. <input type="checkbox"/> NO <input type="checkbox"/> YES (Explain)
--	--

81. COMPLETED BY DRIVER'S SUPERVISOR	a. DID THIS ACCIDENT OCCUR WITHIN THE EMPLOYEE'S SCOPE OF DUTY <input type="checkbox"/> YES <input type="checkbox"/> NO	b. COMMENTS
--------------------------------------	---	-------------

82a. NAME AND TITLE OF SUPERVISOR	82b. SUPERVISOR'S SIGNATURE AND DATE	82c. TELEPHONE NUMBER (    )
-----------------------------------	--------------------------------------	---------------------------------

66 – Exhibit 01 – Continued

MOTOR VEHICLE ACCIDENT REPORT, SF-91

**SECTION XI - ACCIDENT INVESTIGATION DATA**

83. DID THE INVESTIGATION DISCLOSE CONFLICTING INFORMATION.  YES  NO (If "Yes", explain below.)

84. PERSONS INTERVIEWED			
NAME	DATE	NAME	DATE
a.		c.	
b.		d.	

85. ADDITIONAL COMMENTS (Indicate section and item number for each comment.)

**SECTION XII - ATTACHMENTS**

LIST ALL ATTACHMENTS TO THIS REPORT

**SECTION XIII - COMMENTS/APPROVALS**

86. REVIEWING OFFICIAL'S COMMENTS

87. ACCIDENT INVESTIGATOR		88. ACCIDENT REVIEWING OFFICIAL	
a. SIGNATURE AND DATE		a. SIGNATURE AND DATE	
b. NAME (First, middle, last)		b. NAME (First, middle, last)	
c. TITLE		c. TITLE	
d. OFFICE		d. OFFICE	
e. OFFICE TELEPHONE NUMBER ( )		e. OFFICE TELEPHONE NUMBER ( )	

66 – Exhibit 02

STATEMENT OF WITNESS, SF-94

<b>STATEMENT OF WITNESS</b> <i>(Attach additional sheets if necessary)</i>	1. DID YOU SEE THE ACCIDENT?		2. WHEN DID THE ACCIDENT HAPPEN?		FORM APPROVED O.M.B. NUMBER 3090-0118
			a. TIME	a.m. b. DATE	
3. WHERE DID THE ACCIDENT HAPPEN? <i>(Give street location and city)</i>					
4. TELL IN YOUR OWN WAY HOW THE ACCIDENT HAPPENED					
5. WHERE WERE YOU WHEN THE ACCIDENT OCCURRED?					
6. WAS ANYONE INJURED, AND IF SO, EXTENT OF INJURY IF KNOWN?					
7. DESCRIBE THE APPARENT DAMAGE TO PRIVATE PROPERTY					
8. DESCRIBE THE APPARENT DAMAGE TO GOVERNMENT PROPERTY					9. IF TRAFFIC CASE, GIVE APPROXIMATE SPEED OF: a. GOVERNMENT VEHICLE <i>Miles per Hr.</i> b. OTHER VEHICLE <i>Miles per Hr.</i>
10. GIVE THE NAMES AND ADDRESSES OF ANY OTHER WITNESSES TO THE ACCIDENT <i>(If known)</i>					
a. NAMES			b. ADDRESSES <i>(Include ZIP Code)</i>		
<b>WITNESS COMPLETING THIS FORM</b>	11. HOME ADDRESS <i>(Include ZIP Code)</i>		12. WITNESS (Print Name)		a. HOME TELEPHONE NO.
			<i>Sign here</i>		b. TODAY'S DATE
	13. BUSINESS ADDRESS <i>(Include ZIP Code)</i>				TELEPHONE NO.
14. INDICATE ON THE DIAGRAM BELOW WHAT HAPPENED:					
<p>1. Number Federal vehicle as 1—other vehicle as 2—additional vehicle as 3, and show direction of travel by arrow <i>(Example: → [1] [2] ←)</i></p> <p>2. Use solid line to show path before accident Broken line after accident</p> <p>3. Show pedestrian by → ○</p> <p>4. Show railroad by ++++++</p> <p>5. Give names or numbers of streets or highways</p> <p>6. Indicate north by arrow in this circle ○</p>					
KSN 7540-05-634-4045 94-105			STANDARD FORM 94 (REV. 2-83) Prescribed by GSA, FPMR 101-25.		

66 – Exhibit 02 – Continued

STATEMENT OF WITNESS, SF-94

**FILE REFERENCE:**

This office has been notified that you witnessed an accident which occurred

It will be helpful if you will answer, as fully as possible, the questions on the other side of this letter. Please read the Privacy Act Statement below.

Your courtesy in complying with this request will be appreciated. An addressed envelope, which requires no postage, is enclosed for your convenience in replying.

Sincerely

**Enclosure**

Use by the public is voluntary. In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information requested on this form is authorized by Title 40 U.S.C. Section 491. Disclosure of the information by a Federal employee is mandatory as it is the first step in the Government's investigation of a motor vehicle accident. The principal purposes for which the information is intended to be used are to provide necessary data for use by legal counsel in legal actions resulting from the accident, and to provide accident information/statistics for use in analyzing accident causes and developing methods of reducing accidents. Routine use of the information may be by Federal, State or local governments or agencies, when relevant to civil, criminal, or regulatory investigations or prosecution.

INTERAGENCY INCIDENT BUSINESS MANAGEMENT  
HANDBOOK

CHAPTER 70 – CLAIMS

Contents

70	CLAIMS
70.01	Authorities
70.04	Responsibilities
70.05	Definitions
71	CLAIMS INVESTIGATIONS
72	CLAIMS FILING
72.1	Contract Claims
72.2	Tort Claims
72.2-1	Claim Documentation Requirements
72.2-2	Incident Procedures
72.3	Non-Tort Claims
72.4	Employee Claims
72.4-1	Information to be Provided to the Claimant
72.4-2	Incident Procedures
72.5	Government Claims
72.6	Government Property Damage
73	CLAIMS PROCESSING
74	EXHIBITS
Exhibit 01	Claim for Damage, Injury, or Death, SF-95
Exhibit 02	Employee Claim for Loss or Damage to Personal Property, AD-382
Exhibit 03	Employee Claim for Loss or Damage to Personal Property, DI-570
Exhibit 04	Incident Claims and Accident Log
Exhibit 05	Incident Claims Case File Envelope, OF-314

## CHAPTER 70 – CLAIMS

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

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

Claims for personal injury of regular government employees and casuals are processed as outlined in Chapter 10, Section 15.

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

70.01 – Authorities. Claims may be processed under authority of the following:

1. Contract Disputes Act of 1978. Claims arising under, or related to, contracts are settled under the Contract Disputes Act of 1978. Claims under the Contracts Disputes Act may be filed by the contractor against the government or by the government against the contractor, when either party believes it has been harmed by the other's actions outside the terms and conditions of the contract. A contracting officer is the only person authorized to settle these claims. (See Chapter 20, Section 26.6.)
2. 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 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.
3. 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 is present, 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.

4. Military Personnel and Civilian Employees Claims Act. (31 USC 3721.) Federal regular government employees, volunteers, and casuals may file claims for loss of or damage to personal property, provided possession of the property was reasonable, useful, and proper under the circumstances, and the loss or damage occurred incident to the individual's service. Normally, Human Resource Program enrollees, contractors or employees of contractors, employees of cooperators, state employees or inmates assigned to incidents are not covered under this Act. Interagency agreements should provide that each agency process claims of its own personnel. Only specific individuals have the authority to settle claims under this Act.

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

#### 70.04 – Responsibilities.

1. Agency Administrator is responsible for:
  - A. Ensuring that procedures outlined in this handbook are implemented and followed.
  - B. Providing an incident agency claims contact for the Compensation/Claims Unit Leader.
  - C. Providing incident agency guidelines and/or procedures for investigating and processing claims.
  - D. Notifying the incident agency's legal counsel or other officials as appropriate.
  - E. Submitting claims from incident personnel based on agency procedures.



2. Incident Commander is responsible for:
  - A. Managing the overall claims program on the incident.
  - B. Ensuring claims are investigated and documented.
  - C. Initiating an investigation by an independent investigation team, as necessary.
3. Finance/Administration Section Chief is responsible for:
  - A. Initiating an investigation of each claim.
  - B. Providing recommendations for each claim (approve or deny), along with a statement explaining the basis for the recommendation to the incident agency.
  - C. Coordinating with the Safety Officer, other section chiefs, and other incident personnel to ensure all required forms, information, and documentation are obtained.
4. Compensation/Claims Unit Leader is responsible for:
  - A. Establishing and ensuring a system for investigating, documenting, and processing claims is implemented.
  - B. Coordinating 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.
  - C. Advising potential claimants of the claims process, upon request.
5. Incident personnel are responsible for reporting to their supervisor any accident or incident which has resulted, or may result, in a claim against or for the government.
6. Supervisors are responsible for reporting the accident or incident to both the Safety Officer and Finance/Administration Section Chief.
7. Safety Officer is responsible for coordinating investigations.

8. Contracting officers are responsible for settling contract claims within their authority and in conjunction with incident agency policy.
9. Claimants are responsible for complying with established incident agency and home unit policies and procedures in filing claims.

70.05 – Definitions. Definitions used throughout this handbook are contained in the Zero Code.

1. Claim: A written demand for a specific amount of money or other objects of value, other than ordinary obligations incurred for services, supplies, or things.
2. Claimant: An individual, partnership, association, corporation, country, the federal government, state, or other political subdivision asserting a right, demand, or claim against another entity.
3. Contract: Any written agreement giving one party a right, a service, a commodity in exchange for a right, a service, or a commodity. Contracts include land use permits, purchase orders, equipment rental agreements, leases, etc.
4. Government Vehicle: A vehicle owned by, on loan to, or leased by the government, including privately owned vehicles operated by government personnel acting within the scope of their employment.
5. Negligence: Failure to exercise that degree of care, which a careful and prudent (reasonable) person would exercise under similar circumstances.
6. Solicitor/Office of the General Counsel: Legal counsel to the Department of the Interior and the Department of Agriculture, respectively. Legal counsel is solely authorized to determine and settle tort claims.
7. Tort: A private or civil wrong or injury, inflicted or caused by a negligent or wrongful act or omission, giving the person who suffers from the wrong a right of action for damages. It is also defined as a breach of legal duty not imposed by contract.

71 – CLAIMS INVESTIGATIONS. All accidents or incidents, 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.

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

Chapter 60, Sections 62-65, provides investigation guidelines and reporting requirements.

72 – 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. (See Section 74, Exhibit 01.)

72.1 – Contract Claims. Contract claims, e.g., claims involving the rental of equipment or vehicles) are covered under the Contract Disputes Act of 1978. (See Chapter 20, Section 26.6 for information on contract claims processing.)

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 Rental Agreement invoicing process.

72.2 – Tort Claims. The Claim for Damage, Injury, or Death Form, SF-95, (See Section 74, Exhibit 01) 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.

72.2-1 – Claim Documentation Requirements.

1. 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:
  - A. Claimants' complete name and address.
  - B. A statement describing what action or omission of the government caused the damage, loss, or injury. (This is the basis for the claim.)
  - C. The sum certain (specific amount) claimed.
2. The claimant should provide the following to support the written claim:
  - A. Proof of ownership for damaged property. Examples of documentation may include a copy of a vehicle title, registration, deed, or tax documents.
  - B. Documentation of the amount claimed. Depending on the item(s) claimed, this may include:
    - (1) Two itemized repair estimates or one paid receipt.
    - (2) Medical bills.
    - (3) Physician's statements.
    - (4) If loss of income is claimed, evidence of earnings and time lost from work.
    - (5) 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.
  - C. Documentation of the insurance coverage of the property.
  - D. Witness statement(s) to support the claim.
3. 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.

4. A claim can be submitted to the incident or to the incident agency. It does not have to be filed at the incident.
5. A tort claim must be filed within two years of the date of the incident that gave rise to the claim.

72.2-2 – Incident Procedures.

1. Incident personnel, upon receipt/notification of a tort claim:
  - A. 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.
  - B. Will immediately inform the Finance/Administration Section (e.g., Compensation/Claims Unit Leader) of the claim.
  - C. 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.
2. Incident personnel may not:
  - A. Comment on the merits of a claim.
  - B. Comment on the liability of the incident agency or the private party.
  - C. Advise a claimant to, or not to, seek legal counsel.
  - D. Refuse to accept a claim.
  - E. Advise anyone to file a claim.
3. The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on the Incident Claims and Accident Log (See Section 74, Exhibit 04).

4. 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.
5. Tort claim documentation can be filed in the Incident Claims Case File Envelope (See Section 74, Exhibit 05). An additional copy will be retained in the Incident Finance Package (See Chapter 40, Section 45, Exhibit 04). Distribute claims documents in accordance with incident agency procedures.

72.3 – Non-Tort Claims. Non-tort claims are covered under the Non-Tort Act (See Section 70.01--3). Procedures for filing and processing non-tort claims are the same as for tort claims, (See Section 72.2). Incident agency policies should provide direction relative to the payment for immediate improvements to damaged private land outside of the Non-Tort Act, e.g., repairing a wire fence around a water development.

72.4 – Employee Claims. Employee claims from regular federal government employees and federal casuels are covered under the Military Personnel and Civilian Employees Claims Act (See Section 70.01--4). Claims from state employees and state casuels 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 may 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 (See Chapter 10, Section 14, Commissary). The individual must file a claim in accordance with home unit procedures to document the loss and request reimbursement

72.4-1 - Information to be Provided to the Claimant.

1. 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 (See Section 74, Exhibits 02 and 03), and appropriate state form for state personnel. Most states accept federal forms to initially report the claim.

The claim should include:

- A. Claimant's name and home address.
  - B. Claimant's home unit address.
  - C. List of specific items claimed.
  - D. Specific amount claimed for each item, and total amount claimed.
  - E. Date (month/year) item was originally acquired.
  - F. Purchase price or value when acquired.
  - G. Current repair or replacement cost.
  - H. Statement as to whether lost property was insured, whether claimant filed a claim with insurer, the disposition of that claim, or whether claimant will file a claim with insurer.
2. The claimant must provide the following to support the written claim:

Documentation of the value of the claim. This may include:

- (1) Original purchase receipts.
  - (2) Receipt for repair or replacement.
  - (3) Two repair estimates if the item has not been repaired.
  - (4) Copies of catalog descriptions or advertisements of the same or like item(s).
  - (5) 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.
3. Claims need not be completed at the incident. Claimants may choose to file the claim at their home unit following agency guidelines. Claimants are responsible for obtaining witness and supervisor statements prior to leaving the incident.

72.4-2 – Incident Procedures.

1. Incident personnel will, upon receipt/notification of an employee claim:
  - A. 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.
  - B. Immediately inform the Finance/Administration Section, e.g., Compensation/Claims Unit Leader of the claim.
2. The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on the Incident Claims and Accident Log (See Section 74, Exhibit 04).
3. The Compensation/Claims Unit will contact the claimant's 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:

- A. Description of the circumstances or event that resulted in the claim.
  - B. Whether the property claimed was reasonable, useful, or proper under the circumstances.
  - C. Any objections to the allowance of the claim.
  - D. Any information relative to the validity of the claim.
4. The Compensation/Claims Unit will include any incident information pertaining to the claim, e.g., investigation reports, photographs, witness statements in the claims package.
  5. Employee claim documentation can be filed in the Incident Claims Case File Envelope, OF-314 (See Section 74, Exhibit 05). A copy of all claim documentation will be attached to the claimant's Emergency Firefighter Time Report, OF-288. An additional copy will be retained in



the Incident Finance Package (See Chapter 40, Section 45, Exhibit 04). Distribution of claims documents will be in accordance with incident agency procedures.

72.5 – 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, which may result in a claim for the government.

72.6 – Government Property Damage. See Chapter 30, Property Management for loss/damage documentation, replacement or repair procedures.

### 73 – 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.

### 74 – EXHIBITS.

74 – Exhibit 01

CLAIM FOR DAMAGE, INJURY, OR DEATH, SF-95

<b>CLAIM FOR DAMAGE, INJURY, OR DEATH</b>		<b>INSTRUCTIONS:</b> Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions.		FORM APPROVED OMB NO. 1105-0008	
1. Submit To Appropriate Federal Agency: USDA Forest Service Albuquerque Service Center Claims Management 101 B Sun Avenue NE Albuquerque, NM 87109			2. Name, Address of claimant and claimant's personal representative, if any. (See instructions on reverse.) (Number, Street, City, State and Zip Code) John Doe Route 6, Box 10 Denio, NV 89855		
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input checked="" type="checkbox"/> CIVILIAN	4. DATE OF BIRTH 2/20/1950	5. MARITAL STATUS Married	6. DATE AND DAY OF ACCIDENT 7/28/xxxx	7. TIME (A.M. OR P.M.) 3:40 p.m.	
8. Basis of Claim (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof. Use additional pages if necessary.) Green Creek Fire burned 2 miles of buck and pole fence and a 2001 John Deere 6310 tractor. Location: Flying J Ranch (15 miles NE of Denio, NV on Hwy 255). Fence and tractor were located at the north end of Huckleberry pasture.  We were informed by the local sheriff to evacuate at 12:00 noon on 7/28. We returned at 6:00 p.m. to find the above described damage to our personal property.					
<b>9. PROPERTY DAMAGE</b>					
NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, Street, City, State, and Zip Code). Same as above.					
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF DAMAGE AND THE LOCATION WHERE PROPERTY MAY BE INSPECTED. (See instructions on reverse side.) 120 fence poles completely burned and a 2001 John Deere 6310 tractor completely destroyed. See attached supporting documentation for repair estimate and replacement costs of property. Tractor and fence remain where they were damaged.					
<b>10. PERSONAL INJURY/WRONGFUL DEATH</b>					
STATE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE NAME OF INJURED PERSON OR DECEDENT.  None					
<b>11. WITNESSES</b>					
NAME		ADDRESS (Number, Street, City, State, and Zip Code)			
Jane Doe Tom Smith		Route 6, Box 10, Denio NV 89855 Box 998, Denio, NV 89855			
12. (See instructions on reverse.) <b>AMOUNT OF CLAIM (in dollars)</b>					
12a. PROPERTY DAMAGE  \$18,500	12b. PERSONAL INJURY  none	12c. WRONGFUL DEATH  none	12d. TOTAL (Failure to specify may cause forfeiture of your rights.)  \$18,500		
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE INCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM					
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side.)		13b. Phone number of person signing form (702) 702-7027	14. DATE OF SIGNATURE 7/30/xxxx		
<b>CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM</b>  The claimant is liable to the United States Government for the civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages sustained by the Government. (See 31 U.S.C. 3729.)		<b>CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS</b>  Fine of not more than \$10,000 or imprisonment for not more than 5 years or both. (See 18 U.S.C. 287, 1001.)			

74 – Exhibit 01 – Continued

CLAIM FOR DAMAGE, INJURY, OR DEATH, SF-95

INSURANCE COVERAGE	
In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of his vehicle or property.	
15. Do you carry accident insurance? <input checked="" type="checkbox"/> Yes If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number. <input type="checkbox"/> No Policy #12X54342 State Farm Insurance 435 Main, Reno, NV 89501	
16. Have you filed a claim on your insurance carrier in this instance, and if so, is it full coverage or deductible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Items not covered under policy	17. If deductible, state amount.  \$1000
18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts.) Claim denied	
19. Do you carry public liability and property damage insurance? <input checked="" type="checkbox"/> Yes If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code). <input type="checkbox"/> No Same as above.	
INSTRUCTIONS	
<p><b>Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.</b></p> <p style="text-align: center;"><b>Complete all items - Insert the word NONE where applicable.</b></p> <p>A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY</p> <p><b>Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.</b></p> <p>If instruction is needed in completing this form, the agency listed in item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.</p> <p>The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.</p> <p>If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item #12 of this form.</p>	
<p><b>DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.</b></p> <p>The amount claimed should be substantiated by competent evidence as follows:</p> <p>(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.</p> <p>(b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.</p> <p>(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.</p> <p>(d) Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.</p>	
PRIVACY ACT NOTICE	
<p>This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.</p> <p>A. Authority: The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.</p>	<p>B. Principal Purpose: The information requested is to be used in evaluating claims.</p> <p>C. Routine Use: See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.</p> <p>D. Effect of Failure to Respond: Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid".</p>
PAPERWORK REDUCTION ACT NOTICE	
<p>This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director, Torts Branch, Attention: Paperwork Reduction Staff, Civil Division, U.S. Department of Justice, Washington, D.C. 20530 or to the Office of Management and Budget. Do not mail completed form(s) to these addresses.</p>	

74 – Exhibit 02

EMPLOYEE CLAIM FOR LOSS OR DAMAGE TO PERSONAL  
PROPERTY, AD-382

U.S. DEPARTMENT OF AGRICULTURE

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

<i>CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: Fine of not more than \$10,000 or imprisonment for not more than 5 years or both ( See 62 Stat. 698, 749; 18U.S.C. 287, 1001)</i>				
<i>CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM: The claimant shall forfeit and pay to the United States the sum of \$2,000 plus double the amount of damages sustained by the United States. (See Revised Statutes Sec. 3490; 31U.S.C. 231.)</i>				
NAME OF CLAIMANT	AGENCY WHERE EMPLOYED AND TITLE OF POSITION		LOCATION (City)	
<b>John Smith</b>	<b>Forest Service Forestry Technician</b>		<b>Boise, Idaho</b>	
ADDRESS OF CLAIMANT (Including Zip Code)	LOCATION WHERE LOSS OR DAMAGE OCCURRED	DATE OF LOSS OR DAMAGE	AMOUNT OF CLAIM	
<b>1234 Lost Way Boise, ID 83709</b>	<b>East Complex Incident (base camp)</b>	<b>8/28/2007</b>	<b>\$500.00</b>	
DESCRIPTION OF PROPERTY (Itemized Listing)	DATE ACQUIRED	PURCHASE PRICE OR VALUE	VALUE WHEN LOST OR DAMAGED	ESTIMATED COST OF REPAIR
<b>Sleeping bag</b>	<b>12/25/XXXX</b>	<b>\$125.00</b>	<b>\$100.00</b>	
<b>2 Pair jeans</b>	<b>6/1/XXXX</b>	<b>\$80.00</b>	<b>\$60.00</b>	
<b>2 LS Denim Shirts</b>	<b>9/15/XXXX</b>	<b>\$50.00</b>	<b>\$40.00</b>	
<b>I-Pod</b>	<b>12/25/XXXX</b>	<b>\$350.00</b>	<b>\$300.00</b>	
<i>Attach supplemental sheet, if necessary</i>				
Claim is for (Check one)	LOSS <b>XXX</b>	DAMAGE	GIVE BRIEF DESCRIPTION OF CIRCUMSTANCES	
			<b>Items were stored in my personal tent and stolen while I was working the night shift from 1800 8/28 to 0600 8/29</b>	
WAS PROPERTY INSURED	If answer is "yes", give name of insurer and itemize the amount collected.			
<b>Yes</b>	<b>State Farm; all but \$50.00 deductible</b>			
YES NO				
I make this claim with the full knowledge of the penalties for willfully making a false claim, and certify that I am entitled to any payments				
DATE	IF CLAIMANT IS NOT OWNER OF PROPERTY, STATE RELATIONSHIP TO OWNER	SIGNATURE OF CLAIMANT		
<b>8/29/XXXX</b>		<i>John Smith</i>		

FORM AD-382 (10-65)

74 – Exhibit 03

EMPLOYEE CLAIM FOR LOSS OR DAMAGE OF PERSONAL  
PROPERTY, DI-570

UNITED STATES  
DEPARTMENT OF THE INTERIOR

EMPLOYEE CLAIM  
FOR LOSS OR DAMAGE TO PERSONAL PROPERTY  
(P.L. 88-558)

INSTRUCTIONS: Submit in triplicate. Please type

Name of Claimant <b>Tom Plank</b>			Address of Claimant 1900 Homestead Road Fairbanks, AK 99701	
Bureau or Office BLM	City P.O. Box 35005 Ft. Wainwright, AK 99703	Telephone no. (907) 356-5600		
Location of loss or damage Big Lake Incident			Date of loss or damage 06/14/XX	Total amount of claim \$333.00

DESCRIPTION OF PROPERTY (Attach supplemental sheet, if necessary)

Itemized Listing	Date Acquired	Purchase Price or Value	Value When Lost	Estimated Repair Cost
Helly-Hansen Rain Gear	5/1/XX	\$125.00	\$125.00	N/A
Wool Sweater (LL Bean)	4/20/XX	\$60.00	\$60.00	N/A
Bean Boots, 24"	7/1/XX	\$95.00	\$95.00	N/A
2 pair wool socks	5/1/XX	\$20.00	\$20.00	N/A
1 T-Shirt, long sleeve	6/1/XX	\$18.00	\$18.00	N/A
1 wool cap	3/10/XX	\$15.00	\$15.00	N/A

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

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

Was property insured?  Yes  No (If "Yes", give name of insurer and itemize amount collected)

CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: Fine of not more than \$10,000 or imprisonment for not more than 5 years, or both (See 62 Stat. 698, 749; 18 U.S.C. 287, 1001).

CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM: The claimant shall forfeit and pay to the United States the sum of \$2,000, plus double the amount of damages sustained by the United States (See R.S. Sec. 3490, 5438; 31 U.S.C. 231).

I make this claim with full knowledge of the penalties for willfully making a false claim, and certify that I am entitled to any payments.

Date 6/20/XX	If claimant is not owner, state relationship	Signature of Claimant <i>/s/ Tom Plank</i>
-----------------	--	---



74 – Exhibit 05

INCIDENT CLAIMS CASE FILE ENVELOPE, OF-314

NAME OF CLAIMANT <i>Kingston, Earl</i>	DATE OF LOSS OR DAMAGE <i>7/30/xx</i>	INCIDENT/COMPLEX NAME <i>Mink Creek</i>	UNIT LOG NUMBER <i>2</i>
---	--	--	-----------------------------

**CHECK LIST FOR CASE FILES**

(Indicate Whether Completed)	YES (Date)	NO
Employee Claim for Loss or Damage to Personal Property (AD-382, DI-570) OR Claim for Damage, Injury or Death (SF-95)	<i>7/30/xx</i>	
Motor Vehicle Accidents: SF-91, SF91A, AND SF-94; or DI134 Supervisor's Statement		
Witness Statement (If Available)		
Investigation Report	<i>7/30/xx</i>	
Photographs Included ( <i>of tent</i> )	<i>7/30/xx</i>	
Support Documents Attached to Claim		
Police Report or Camp Security Report	<i>7/30/xx</i>	

Follow-up Needs/Comments: \_\_\_\_\_

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

CLAIMANT'S HOME UNIT: \_\_\_\_\_  
(Agency)  
*172 Long Drive*  
(Address)

*Nysaa, OR, 97715*  
(City, State and Zip Code)

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

SUPERVISOR ON INCIDENT: *Joe Super*  
(Agency)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Telephone No. with Area Code)

CLAIMS SPECIALIST/UNIT LEADER NAME <i>Polly Larson</i>	HOME UNIT TELEPHONE NUMBER (w/AREA CODE) <i>(123) 456-7890</i>	FINANCE/ADMIN SECTION CHIEF INITIALS <i>pl</i>
---	---	---

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## CHAPTER 80 – COST ACCOUNTING AND REPORTING

### Contents

80.04	Responsibilities
80.05	Definitions
81	INCIDENT COSTS
81.1	Cost Categories
81.2	Standard Component Costs
81.3	Actual Costs
81.4	Estimated Costs
81.5	Composite Costs
82	COST METHODS
82.1	Initial Estimation
82.2	Resource Cost Method
83	TRACKING AND REPORTING METHODS
83.1	Automated Cost Accounting
83.2	Spreadsheets
83.3	Manual Accounting
83.4	Incident Status Summary, ICS 209
83.5	Agency Accrual Reports
84	COST ANALYSIS
85	COST PROJECTION
86	COST SHARE AGREEMENTS
	Cost Shared Items
	Non-Cost Shared Items
	Final Cost Determination
86.4	Transfer of Responsibility Procedures
87	COST SHARE METHODS
87.1	Initial Attack Agreement
87.2	You Order You Pay (YOYP)
87.3	Acres Burned
87.4	Cost Apportionment



CHAPTER 80 – COST ACCOUNTING AND REPORTING

Contents – Continued

88	EXHIBITS
Exhibit 01	Standard Component Costs
Exhibit 02	Cost-Containment Measures
Exhibit 03	Sample Cost Share Agreement
Exhibit 04	Supplemental Fire Suppression and Cost Share Agreement Template
Exhibit 05	Supplemental Fire Suppression and Cost Share Agreement Instructions

## CHAPTER 80 – COST ACCOUNTING AND REPORTING

This chapter governs the development, distribution, and use of incident cost estimates. It also provides guidelines for implementing cost analysis procedures to monitor incident cost-containment.

### 80.04 – Responsibilities.

1. Agency Administrator is responsible for:
  - A. Establishing cost objectives and actively participating in cost monitoring procedures.
  - B. Providing financial oversight and review of incident generated cost data in accordance with the Delegation of Authority and the Wildland Fire Situation Analysis (WFSA).
  - C. Establishing cost share agreements and determining the cost share period as appropriate.
2. Incident Commander is responsible for:
  - A. Managing the incident by the most practical and economical means consistent with the resource values threatened.
  - B. Providing review and documentation of incident costs per incident agency requirements.
  - C. Documenting cost containment actions implemented by the IMT and submitting to Agency Administrator for review and comment.
3. Administrative Representative is responsible for:
  - A. Informing or advising incident personnel of accrual requirements and establishing procedures for notifying other units of their applicable incident costs.
  - B. Ensuring validation of incident cost share agreements with master cooperative agreement and agency policy.

4. Incident Business Advisor is responsible for:
  - A. Providing advice to the Agency Administrator if there is a need for cost apportionment personnel or additional cost analysis beyond what the incident management team (IMT) is providing.
  - B. Reviewing and/or assisting in the development of cost share agreements.
  - C. Communicating the Agency Administrator's requirements for cost tracking and containment requirements to the IMT.
  - D. Providing incident agency-specific cost information to the Finance/Administration Section Chief.
5. Finance/Administration Section Chief is responsible for:
  - A. Ensuring cost data is submitted to incident agency and included in accrual reports, as required.
  - B. Furnishing updated cost data on a daily basis to the Planning Section for inclusion in the Incident Status Summary, ICS 209.
  - C. Providing resource cost information to the IMT that can be utilized to manage resources, implement cost-containment measures, and develop costs for strategic alternatives.
  - D. Ensuring costs are tracked and documented per cost share agreements.
  - E. Preparing and validating cost share information.
6. Cost Unit Leader is responsible for:
  - A. Developing incident component cost estimates in the absence of a geographic area supplement.
  - B. Coordinating with incident cost centers to gather on and off incident cost information.
  - C. Developing current and projected incident costs.

D. Analyzing incident resource cost information, including the evaluation and tracking of inefficient and uneconomical operations and communicating information to the IMT through the FSC.

E. Providing information to the IMT, incident agency and the agency responsible for payment, as requested, e.g., management information reports, accrual reports.

7. Incident management team is responsible for:

A. Providing cost information on a daily basis to the Cost Unit Leader in the manner and within the time frame requested.

B. Identifying areas of incident management activities where cost-containment measures can be improved and for providing input to the IC.

80.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code.

1. Accrual Reports. Cost reports utilized for financial obligation purposes.

2. Agency-Specific Costs. Costs incurred by an agency that address the sole concern of only that agency or are not incurred with mutual benefit. Agency-specific costs are not shared.

3. Billable/Reimbursable Costs. Those agency costs that are billable and/or reimbursable as defined by the master or individual cost share agreement.

4. Unified Ordering Point (UOP). Single location through which all incident resource orders are processed.

81 – 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.

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

1. Personnel costs include crews, overhead and other personnel assigned to the incident.
2. Equipment costs include equipment under Emergency Equipment Rental Agreements, contracts, cooperators, agency equipment, etc.
3. Aircraft costs include fixed wing, rotor wing, and retardant.
4. Support Costs.
  - A. On-incident support costs include catering unit, mobile commissary unit, shower units, cache supplies and materials, etc.
  - B. Off-incident support costs include Expanded Dispatch, Buying Teams, Administrative Payment Teams, cache personnel, Area Command, transportation to/from incident, etc. These costs are difficult to estimate.

The following chart provides examples of where incident-related costs could be obtained.

HOME UNIT	NIFC	INCIDENT	DISPATCH
Unit Employees	National	Casuals	Air Transport- <u>1/</u>
Airtankers	Contracts	Service/Supplies	Buses <u>1/</u>
Helicopters 4/	(Catering)	Cost-Share Data	Fire Replace-
Lead Planes	(Showers)	Equipment Rental	ment <u>2/</u>
Job Corps	(Commissary)	National Guard	
Unit Equipment	Air Transport <u>1/</u>	Helicopters 4/	
Fire Replace-	Buses <u>1/</u>	Other Agencies Unit	
ment <u>2/</u>	Fire Replace-	Equipment	
	ment <u>2/</u>	Fire Replacement <u>2/</u>	
	Retardant	Dispatch/Etc. <u>3/</u>	
	Airtankers		

1/ Include transportation costs (interstate and so forth).

2/ Report costs of supplies and materials furnished to incident and not returned, including expanded cache operations in support of incident.

3/ Include support costs, such as expanded dispatch, demobilization organization, transportation costs for personnel, and supplies when managed from remote location.

4/ Helicopters, including the usage of local helicopters, may be assigned to the incident for initial attack or other purposes.

81.2 – Standard Component Costs. Standard component costs included in the I-Suite database are utilized by most agencies. These standard component costs may be supplemented by the geographic areas or agencies (See Section 88, Exhibit 01). Component costs are measured on a daily, hourly, mileage or other dollar value (per unit) basis.

81.3 – Actual Costs. Actual costs may be used when available.

81.4 – 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.

81.5 – Composite Costs. Composite costing combines methods and categories and is the most efficient, accurate method to determine incident costs.

## 82 – COST METHODS

82.1 – 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, number of days. The Cost Unit Leader should revise the total incident cost once all data is available.

82.2 – 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.

83 – 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. (See Appendix B – Tool Kit, for sample of Cost Log.)

83.1 – Automated Cost Accounting. The Cost Module of I-Suite is designed to allow users to easily 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.

See the I-Suite User's Guide at <http://isuite/nwcg.gov> for instruction on utilizing the Cost Module.

83.2 – Spreadsheets. There is 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.

83.3 – 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 Section 88, Exhibit 01.

83.4 – 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.

83.5 – 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.

84 – 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.

Section 88, Exhibit 02 provides some guidelines for the IMT to use to implement cost-containment 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.

85 – 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 of alternative operations for the Wildland Fire Situation Analysis (WFSA); to project costs through the estimated incident duration; and meet incident agency accrual requirements.

86 – COST SHARE AGREEMENTS. The information presented in this section is intended to supplement established agency master agreements. The terms of master agreements take precedence over this handbook. A sample cost share agreement can be found in this chapter, Exhibit 03.

A cost share agreement documents the financial responsibility for incident resource costs. It may also identify requirements of other party payments. A cost share agreement should be prepared for multi-jurisdiction incidents where a decision has been made to share resource costs.

Master agreements between agencies should address the need for incident-specific agreements and identify agency-specific requirements, including format and required signatures. Jurisdictional agency representatives sign the cost share agreement.

A cost share agreement may be established for on incident costs as well as off-incident 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 final agreement should not be signed until all terms have been finalized, including cost share period and how costs will be shared. Each Agency Administrator and the Incident Commander(s) should receive a copy of the final agreement.

Cost share agreements should identify the following:

1. Costs to be shared.
2. Costs to be borne by each agency (not shared).
3. Method by which costs will be shared.
4. 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. Jurisdictional agencies may want to implement a method to track costs that



occur outside of the cost share period, e.g., assign resources new incident order numbers and establish new agency-specific accounting codes.

86.1 – Cost Shared Items. The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

1. Aircraft Costs. Aircraft (fixed and rotor wing) and associated retardant costs.
2. Equipment Costs. Emergency equipment used to support the incident.
3. Incident Cache Costs. Cache costs may include refurbish, replacement, resupply, and labor costs.
4. 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.
5. 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 do not apply.
6. Off-Incident Support Sites. Mobilization, demobilization, rest and recuperation sites, etc., 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.
7. On-Incident Support Costs. Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
8. Personnel Costs. Costs of assigned incident personnel including the IMT, crews, casuals, etc.
9. Transportation Costs. Costs associated with movement of resources to and from an incident.

86.2 – Non-Cost Shared Items. The following lists items that are typically not cost shared:

1. Accountable Property. Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
2. 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.
3. Administrative Surcharge. A pre-established percentage applied by an agency to the settlement billing on the net amount owed per master agreement
4. Claims Costs. Responsibility for claims or extraordinary settlement costs should be addressed through a separate agreement between agencies.
5. Move Up and Cover Costs. Includes additional costs over and above base salary of “backfilling” agency personnel to meet agency-specific staffing requirements.
6. Post Incident Rehabilitation Costs. Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.
7. Waste, Fraud, and Abuse Costs. Costs resulting from waste, fraud, or abuse.

86.3 – 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.

86.4 – Transfer of Responsibility Procedures. When IMTs are rotated, 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.

87 – COST SHARE METHODS. Following are four methods of cost share for multi-jurisdictional incidents. All methods require a signed agreement. The agreement shown in Section 88, Exhibit 03, demonstrates the cost apportionment process.

87.1 – Initial Attack Agreement. During initial attack, resources are dispatched per pre-season 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.

87.2 – 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:

1. A unified ordering point is required and agencies agree to who will order which resources.
2. On-incident support costs may be split by the percentage of agency requested resources.
3. Off-incident support costs are paid for by the ordering unit.

87.3 – 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.

87.4 – Cost Apportionment. The cost apportionment process is a more complex system for identifying agency cost share where incident agencies agree to share costs.

1. The apportionment method is used to share final incident costs based upon the usage of resources per operational period.
2. Costs are documented and approved by the IC(s) or other designated incident agency personnel on a daily basis.
3. 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 Incident Commander 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.

88 – EXHIBITS.

88 – Exhibit 01

STANDARD COMPONENT COSTS

Utilize current cost figures from geographic area supplements.

<b>STANDARD COST COMPONENT</b>					
<b>RESOURCE DESCRIPTION</b>	<b>DAILY COST</b>			<b># OF UNITS</b>	<b>TOTAL COST</b>
	<b>HAZARD</b>	<b>NON-HZ</b>	<b>GUAR</b>		
<b>CREWS (20 PERSONS, 14 HOURS)</b>					
HANDCREWS (Regulars)				_____	_____
HOTSHOTS				_____	_____
CASUAL CREWS				_____	_____
CONTRACT CREWS				_____	_____
STATE AGREEMENT CREWS				_____	_____
STATE INMATE CREWS (10 Person)				_____	_____
HELITACK CREW (7 Person)				_____	_____
	<b>TOTAL COST OF CREWS</b>			<b>\$</b> _____	
<b>OTHER PERSONNEL</b>					
	<b>HAZARD</b>	<b>NON-HZ</b>	<b>GUAR</b>	<b>UNITS</b>	<b>COST</b>
OVERHEAD (Line & Base Camp -14 hrs/day)				_____	_____
CASUALS (14 hrs/day)				_____	_____
CAMP CREW w/ldr (Crew of 10 @ 14 hrs/day)				_____	_____
DISPATCH (Expanded for incident)				_____	_____
NATIONAL GUARD (Per person)				_____	_____
BUYING TEAM (6 members @ 12 hr /day)				_____	_____
PAYMENT TEAM (5 members @ 12hr /day)				_____	_____
	<b>TOTAL COST OF OTHER PERSONNEL</b>			<b>\$</b> _____	
<b>PERSONNEL SUPPORT COSTS*</b>					
<b>AIR TRANSPORTATION TO &amp; FROM INCIDENT</b>	<b><u>DAILY ESTIMATE</u></b>			<b>TOTAL COST</b>	
	<b>DAILY</b>	<b>GUAR</b>	<b>UNITS</b>		
BUSES				_____	_____
CATERERS				_____	_____
COMMISSARY CONTRACTOR				_____	_____
EQUIP REPAIRS				_____	_____
FUEL TRUCK				_____	_____
GARBAGE COLLECTION				_____	_____
LAND USE AGREEMENTS				_____	_____
GENERATORS/ELECTRICITY				_____	_____
MECHANIC SERVICE TRUCK				_____	_____
AMBULANCE				_____	_____
MEDICAL TREATMENT				_____	_____
MISCELLANEOUS BUYING TEAM COSTS				_____	_____
MOBILE OFFICE UNITS				_____	_____

MOTOR GRADERS	_____	_____
PICKUP TRUCKS-AGENCY	_____	_____
PICKUP TRUCKS-PRIVATE	_____	_____
PORTABLE PUMPS	_____	_____
PORTABLE SHOWERS	_____	_____
PORTABLE TOILETS INCLUDING SERVICE	_____	_____
POTABLE WATER TRUCK	_____	_____
REFRIGERATOR	_____	_____
TRUCKS/TRAILER	_____	_____
SUPPLIES FROM CACHE (\$XX/pers.day)	_____	_____
TELEPHONE SERVICE	_____	_____
OTHER	_____	_____
<b>TOTAL PERSONNEL SUPPORT COSTS</b>		\$ _____

---

\*Personnel Support Surcharge (\$XXX x total number of personnel) should be used in place of personnel support costs only when the support costs are not available.

88 – Exhibit 01 – Continued

STANDARD COMPONENT COSTS

**FIRE FIGHTING EQUIPMENT**

ENGINES FED TYPE 3 (3 person, 14 hrs)	_____	_____
ENGINES FED TYPE 4 (3 person, 14 hrs)	_____	_____
ENGINES CONT TYPE 1	_____	_____
ENGINES CONT TYPE 2	_____	_____
ENGINES CONT TYPE 3	_____	_____
ENGINES CONT TYPE 4	_____	_____
ENGINES CONT TYPE 5	_____	_____
ENGINES CONT TYPE 6	_____	_____
DOZERS-CONTRACT	_____	_____
FALLER & SWAMPER (W/saw & trans)	_____	_____
FALLER W/ SAW & TRANS (No Swamper)	_____	_____
TRANSPORTS/LOWBOYS	_____	_____
WATER TENDER	_____	_____
BACKHOE	_____	_____
EXCAVATOR	_____	_____
FELLER BUNCHER	_____	_____
FORWARDER	_____	_____
SKIDDER	_____	_____
SKIDGINE (class 4 w/<800 gal)	_____	_____
ATV (4x4)	_____	_____
OTHER	_____	_____

<b>EXCLUSIVE USE HELICOPTERS*</b>	Flight Rate <u>HOURLY</u>	Daily Availability	# OF <u>UNITS</u>	TOTAL <u>COST</u>
TYPE 1			_____	_____
TYPE 2			_____	_____
TYPE 3			_____	_____
OTHER			_____	_____
 <b>CALL WHEN NEEDED HELICOPTERS*</b>				
TYPE 1			_____	_____
TYPE 2			_____	_____
TYPE 3			_____	_____
			\$ _____	
 <b>FIXED WING AIRCRAFT*</b>				
AIR TANKERS - HEAVY			_____	_____
AIR TANKERS - SEAT			_____	_____
LEAD PLANE			_____	_____
AIR ATTACK PLATFORM			_____	_____
 <b>RETARDANT*</b>				
DELIVERED PRICE/GALLON			_____	_____
UNDELIVERED PRICE/GALLON			_____	_____
MOBILE RETARDANT PLANT			_____	_____
			\$ _____	

\*Due to the extreme variability of aircraft costs, these costs should be taken from the daily invoice rather than attempting to utilize these estimated rates.

TOTAL COSTS THIS DAY:	\$ _____
TOTAL COSTS OF FIRE FROM PREVIOUS DAYS:	\$ _____
TOTAL COST OF FIRE TO DATE (AS OF END OF PERIOD)	\$ _____

88 – Exhibit 02

COST-CONTAINMENT MEASURES

Following are actions the IMT should take to help ensure cost-containment 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.

1. Ensure that copies of cooperative agreements are available, are understood by the IMT, and provisions are implemented.
2. Ensure that all participating agencies understand the basis of and responsibility for payment of personnel, equipment, materials, and supplies per established agreements.

Equipment.

1. List equipment by type, in priority by unit cost and usage (operational periods), and share results with appropriate functions.
2. Identify under-utilized equipment, e.g., aircraft, lowboys, buses, and water tenders, and share results with appropriate functions.
3. Ensure that pre- and post-use equipment inspection forms are prepared for all equipment to reduce claims.
4. 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.



88 – Exhibit 02 – Continued

COST-CONTAINMENT MEASURES

Personnel.

1. Ensure that procedures are in place to track, document, and approve excessive hours.
2. Ensure that time posted is in agreement with scheduled operational periods.
3. Identify crew and equipment drop off and pick up points to facilitate timely pick up and drop off of resources. This also facilitates retrieval of missing or misplaced items.

Property Management.

1. Ensure that controls are in place for issuance and return of accountable and durable property (for example, tools, shirts, headlamps, hard hats, and radios).
2. Ensure that approval for purchase of accountable property is in accordance with incident agency policy.
3. Utilize law enforcement personnel for incident base and property security.

Support.

Ensure adherence to national contract specifications and that tracking protocols are established, e.g., meal counting.

Follow supplemental food approval requirements (See Chapter 20, Section 25.4 #3).

88 – Exhibit 03

SAMPLE COST SHARE AGREEMENT

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

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

INCIDENT NAME: Berry Fire

INCIDENT NUMBER BY AGENCY: CAL FIRE – CA-RRU-055439  
USFS – P5A7MP

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

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

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

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

COST-SHARE PERIOD: July 7, 2007 - July 16, 2007

INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE  
INCIDENT COMMANDER: MICHAELA MELTOR, USFS

AGENCY REPRESENTATIVE: CAL FIRE – HECTOR MONTANO

UNIFIED ORDERING POINT: Perris Emergency Command Center

88 – Exhibit 03 – Continued

SAMPLE COST SHARE AGREEMENT

Agency Representatives participating in development of this cost share agreement:

Rick Money, USFS  
Jake Zimmer, USFS

Todd Shymanski, CAL FIRE  
Maryanna Cycle, BLM

This cost share agreement between USDA, Forest Service (USFS), and State of California Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI National Park Service and the California Department of Forestry and Fire Protection.
2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.

88 – Exhibit 03 – Continued

SAMPLE COST SHARE AGREEMENT

9. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
10. Shared costs will be based on the IC's/AA's mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
11. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost.
12. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
13. Within 10 months, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
14. All costs relating to the Mountain Structure Branch formed at the request of the Riverside County Fire Department will be paid by the requesting agency and not included in the cost pool.
15. MAFFS will be paid by the USFS and not included in the cost pool.
16. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

COST SOURCES

RESPONSIBLE AGENCY

Federal Agency  
State Agency

USFS – San Bernardino NF  
CAL FIRE – Riverside Ranger Unit

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

88 – Exhibit 03 – Continued

SAMPLE COST SHARE AGREEMENT

AGENCY	GROUND RESOURCES	AIRCRAFT/RETARDANT
USFS	<u>54.72%</u>	<u>90.61%</u>
CDF	<u>45.28%</u>	<u>9.39%</u>
Total	100%	100%

This agreement and the apportionment are our best judgments of agency cost responsibilities.

MICHAELA MELTOR  
USDA, Forest Service

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

\_\_\_\_\_  
Signature, Agency Representative

\_\_\_\_\_  
Signature, Agency Representative

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

Mailing Address:  
CAL FIRE  
County Administrative Center  
82-657 Highway 111  
2<sup>nd</sup> Floor, Suite 210  
Indo, CA 92201

Telephone: (000) 999-1234

Telephone: (000) 999-4321

Date of this finalized agreement: 7/16/2007

Contacts are:

Rick Money  
USDA, Forest Service  
19777 Greenley Road  
Sonora, CA 95370  
(209) 532-3671 x425

Jake Zimmer  
USDA, Forest Service  
24356 Nobe Street  
Corona, CA 92883  
(951) 277-4683

88 – Exhibit 03 – Continued

SAMPLE COST SHARE AGREEMENT

Maryanna Cycle  
USDI, BLM  
2800 Cottage Way, Rm W-1834  
Sacramento, CA 95825  
(911) 999-2222

Tina Shistter  
CAL FIRE  
210 West San Jacinto Ave.  
Perris, CA 92570  
(911) 333-1111

Attachments will follow, if applicable.

88 – Exhibit 04

**SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT  
TEMPLATE**

**SUPPLEMENTAL FIRE SUPPRESSION AND 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 Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_
2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_
3. Estimated Size \_\_\_\_\_ Acres at the time of this agreement.
4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_
5. This agreement becomes effective on: \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_ and remains in effect until amended or terminated.
6. Overall direction of this incident will be by (  ) Unified Command, or by (  ) Single Command structure.  
Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____
7. Suppression action will be subject to the following special conditions and land management considerations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Geographic responsibility (if appropriate) by Agency is defined as follows:  
Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_
9. The Agency responsible for structural protection will be: \_\_\_\_\_  
\_\_\_\_\_

88 – Exhibit 04 – Continued

**SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT  
 TEMPLATE**

10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Cost Centers:	Agency:	Agency:	Agency:

12. Other conditions relative to this agreement (Notifications, incident information, etc):

\_\_\_\_\_

\_\_\_\_\_

13.

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



88 – Exhibit 05

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT  
INSTRUCTIONS

**SUPPLEMENTAL FIRE SUPPRESSION  
AND 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.

88 – Exhibit 05 - Continued

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT  
INSTRUCTIONS

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 Grant declaration, additional jurisdictional involvement).

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
13. 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.

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## CHAPTER 90 – ALL HAZARD INCIDENT BUSINESS MANAGEMENT

### Contents

90	ALL HAZARD RESPONSE
90.01	Authority
90.05	Definitions
90.1	Presidential Declared Disasters
90.1-1	Process
91	PAY PROVISIONS
91.1	Biweekly Cap
91.2	Overtime
91.3	Hazard Pay
91.4	Fair Labor Standards Act
91.5	Travel
92	ACQUISITION
92.1	Purchase of Accountable/Sensitive Property
92.2	Supplemental Foods
93	PROPERTY MANAGEMENT
94	BUSINESS COORDINATION
95	COOPERATIVE RELATIONS
96	ACCIDENT INVESTIGATIONS
97	CLAIMS
98	COST ACCOUNTING
98.1	Procedures for Reimbursement
98.2	Items Eligible for Reimbursement

## CHAPTER 90 – ALL HAZARD INCIDENT BUSINESS MANAGEMENT

**Unless specifically notated in Chapter 90 or prohibited by agency policy, all business practices addressed in Chapters 10 – 80 apply to all hazard incidents.**

### 90 – ALL HAZARD RESPONSE.

90.01 – Authorities. The authorities for federal agencies to respond to Presidential Declared emergencies and disasters are contained in the following:

1. 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 to state and local governments.

The President, in Executive Order 12148, delegated all functions, except those in Section 301, 401, and 409, to the Administrator, Federal Emergency Management Agency (FEMA).

The National Response Framework uses the foundation provided by the Homeland Security Act, P.L. 107-296 HSPD-5 and the Stafford Act to provide a comprehensive, all-hazards approach to domestic incident management. Nothing in the NRF alters the existing authorities of individual federal departments and agencies. **The NRF does not convey new authorities upon the Secretary of Homeland Security or any other federal official.**

The National Response Framework can be found at [www.fema.gov](http://www.fema.gov).

2. 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), which clarified and modified the Homeland Security Act with respect to the organizational structure, authorities, and responsibilities of FEMA and the FEMA Administrator. In addition to these modifications, PKEMRA made changes – some appearing in the Homeland Security Act and the Stafford Act.
3. 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.

4. 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.
5. 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.
6. 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. See also Federal Acquisition Regulation Part 18.2.
7. 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.

#### 90.05 – Definitions

1. All Hazard Incident. An incident, natural or man-made, that warrants action to protect life, property, environment, public health or safety, and minimize disruptions of government, social, or economic activities.
2. Emergency. Any incident, whether natural or man-made, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.
3. Emergency Support Function (ESF). The federal government groups most of its resources and capabilities, and those of certain private-sector and non-governmental organizations, under Emergency Support Functions (ESFs). ESFs align categories of resources and provide strategic

objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident. The Framework identifies primary ESF agencies on the basis of authorities and resources. Support agencies are assigned based on the availability of resources in a given functional area. ESFs provide the greatest possible access to federal department and agency resources regardless of which agency has those resources.

4. ESF Coordinator. The ESF Coordinator has ongoing responsibilities throughout the prevention, preparedness, response, recovery, and mitigation phases of incident management. The ESF Coordinator is responsible for pre-incident planning and coordination, maintaining ongoing contact with the ESF primary and support agencies, and coordinating efforts with corresponding private-sector organizations.

5. Federal Coordinating Officer (FCO). For Stafford Act events, upon the recommendation of the FEMA Administrator and the Secretary of Homeland Security, the President appoints an FCO. The FCO is a senior FEMA official trained, certified and well experienced in emergency management, and specifically appointed to coordinate federal support in the response and recovery to emergencies and major disasters. The FCO executes Stafford Act authorities, including commitment of FEMA resources and the mission assignment of other federal departments or agencies.

6. Major Disaster. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States that, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

7. Mission Assignment. The mechanism used to support federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable state or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

8. Primary Agency. A primary agency serves as a federal executive agent under the Federal Coordinating Officer to accomplish the ESF mission and is responsible to notify and activate support agencies as required for the incident.
9. Support Agency. A support agency is tasked by the primary agency with duties to assist with carrying out the mission of the ESF.

#### 90.1 – Presidential Declared Disasters.

90.1-1 – 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 that the various federal agencies assume under the Framework. The following are typical ESFs the federal wildland fire agencies may work under:

1. ESF #4, Firefighting  
The Forest Service is designated the ESF Coordinator and primary agency. For operations that occur in the State of Alaska, operational lead for firefighting response is the Department of the Interior, BLM.
2. ESF #9, Search and Rescue  
The Department of the Interior, National Park Service is designated as a primary agency for inland/wilderness search and rescue.
3. ESF #11, Agriculture and Natural Resources  
The Department of Agriculture is designated the ESF Coordinator and co-primary agency. The Department of the Interior is designated as co-primary agency.

In addition, the Forest Service is designated a support agency to 10 of the other 15 ESFs and Department of the Interior is designated a support agency to 11 of the other 15 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 requests 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 in turn 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. Procedures established in the National Interagency Mobilization Guide shall be followed in responding to disaster related emergencies under the NRF.

90.02 – Non Stafford Act Disasters. Consult agency specific guidelines for all hazard responses not specifically covered by a Presidential emergency declaration. These guidelines should outline the level of response allowed and include any additional requirements.

91 – PAY PROVISIONS. Federal employees responding to all hazard assignments will follow procedures outlined in Chapter 10 of this handbook and applicable agency regulations.

91.1 – Biweekly Earning Limitation. The biweekly earning limitation on premium pay contained in 5 CFR 550.105 is not automatically waived for Department of the Interior and Department of Agriculture general schedule employees working in connection with all hazard responses.

The Department of the Interior (DOI) and the Department of Agriculture (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.

91.2 – Overtime. Public Law 106-558 does not apply to personnel involved in hurricanes, floods, non-fire FEMA incidents or other all hazard assignments. (See Chapter 10, Section 12.11.) Exempt employees of the Forest Service and the Department of the Interior have their overtime hourly rate capped at GS-10, Step 1, or their base rate of pay whichever is greater.

91.3 – Hazard Pay. Refer to 5 CFR 550 to determine if hazard pay is applicable for general schedule employees. Refer to 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 Emergency



Firefighter Time Report, OF-288, to assist home units in applying pay regulations.

91.4 – Fair Labor Standards Act. Positions on all hazard incidents that are not identified on the matrix found in Chapter 10, Section 12.11a will be determined as exempt or nonexempt on a case-by-case basis by the home unit human resource management representative upon submission of a claim by the individual. Nonexempt individuals retain their nonexempt status regardless of the emergency work performed.

91.5 – Travel. Travel is compensable under a Presidential declared emergency since it results from an event that could not be scheduled or controlled administratively. Provisions outlined in Chapter 10, Section 12.3, Travel and Related Waiting Time, apply to Presidential declared emergencies.

Compensation for travel to other types of all hazard incidents will be determined by agencies on a case-by-case basis. Contact your agency incident business representative for current direction.

92 – ACQUISITION. Federal employees responding to all hazard assignments will follow procedures outlined in Chapter 20 of this handbook and applicable agency regulations.

92.1 – Purchase of Accountable/Sensitive Property. Accountable and or sensitive property purchases should only be made by procurement personnel and must be documented appropriately (See Chapter 30). Micro-purchasers must follow agency specific guidelines as they relate to the purchase of accountable and/or sensitive property. **Tasking agency purchase, documentation and transfer procedures must be followed when assigned to an all hazard incident.**

93 – PROPERTY MANAGEMENT. Federal employees responding to all hazard assignments will follow procedures outlined in Chapter 30 of this handbook and applicable agency regulations.

94 – BUSINESS COORDINATION. Federal employees responding to all hazard assignments will follow procedures outlined in Chapter 40 of this handbook and applicable agency regulations.

95 – COOPERATIVE RELATIONS. Federal employees responding to all hazard assignments will follow procedures outlined in Chapter 50 of this handbook and applicable agency regulations.

96 – ACCIDENT INVESTIGATION. Federal employees responding to all hazard assignments will follow procedures outlined in Chapter 60 of this handbook and applicable agency regulations.

97 – CLAIMS. Federal employees responding to all hazard assignments will follow procedures outlined in Chapter 70 of this handbook and applicable agency regulations.

98 – COST ACCOUNTING. The primary agency is responsible for providing cost tracking and reporting guidelines to incident management personnel.

98.1 – Procedures for Reimbursement.

1. The primary agency is tasked by FEMA on a mission assignment. The primary agency can then sub-task any needed support agencies to accomplish the mission, e.g., DOI, Department of Commerce.
2. FEMA pays the primary and supporting agencies upon receipt and examination of eligible, documented costs incurred.
3. Sub-tasked agencies submit documentation of expenses to the primary agency following agency policy. The primary agency reviews, approves and returns documentation to the sub-tasked agency for submission to FEMA. FEMA will make payment directly to the sub-tasked agency.

98.2 – Items Eligible for Reimbursement (see 44 CFR 206.8).

1. Overtime, travel, and per diem of permanent federal agency personnel.
2. Wages (regular time and overtime), travel, and per diem, as appropriate, of temporary federal agency personnel, casuals, or non-federal cooperators assigned solely to performance of 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.

3. Cost of materials, equipment, and supplies (including transportation, repair, and maintenance) from regular stocks used in providing directed assistance.
4. All costs incurred which are paid from trust, revolving, or other funds, and whose reimbursement is required by law.
5. 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.

FEMA will not reimburse agencies for accountable/durable property, e.g., cache items, and agency program dollars will be charged for items not returned.

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.

# INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

## APPENDIX A – ACRONYMS & POSITION CODES

### ACRONYMS

AD	Administratively Determined (rates in the Pay Plan for Emergency Workers)
APMC	Agency Provided Medical Care
APT	Administrative Payment Team
BAER	Burned Area Emergency Response (Team)
BAR	Burned Area Rehabilitation
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CA forms	Compensation Act forms (CA-1, CA-2, CA-16, etc.)
CAT	Cost Apportionment Team
CFR	Code of Federal Regulations
CLMS	Claims Specialist
CMSY	Commissary Manager
CO	Contracting Officer
COMP	Compensation/Claims Unit Leader
COP	Continuation of Pay
COR	Contracting Officer's Representative
COST	Cost Unit Leader
COTR	Contracting Officer's Technical Representative
C #	Crew Resource Request Number
CTR	Crew Time Report
DOD	Department of Defense
DOI	The Department of the Interior
E #	Equipment Resource Request Number
EERA	Emergency Equipment Rental Agreement
EQTR	Equipment Time Recorder
ES	Emergency Stabilization
ESF	Emergency Support Function
FECA	Federal Employees Compensation Act
FEMA	Federal Emergency Management Agency
FLSA	Federal Labor Standards Act
FAR	Federal Acquisition Regulation
FS	Forest Service
FSC	Finance/Administration Section Chief
FWS	Fish and Wildlife Service
GS	General Schedule (Pay Plan)
IFP	Incident Finance Package
IMT	Incident Management Team

ACRONYMS – Continued

GSA	General Services Administration
IAP	Incident Action Plan
IBA	Incident Business Advisor
IC	Incident Commander
ICO	Incident Contracting Officer
ICS	Incident Command System
INCINET	Incident Network
INJR	Injury Compensation Specialist
JCC	Job Corp Center
LWOP	Leave Without Pay
M #	Medical Resource Order Number
MAFFS	Modular Airborne Fire Fighting System(s)
MRE	Meals Ready to Eat
NRF	National Response Framework
NIFC	National Interagency Fire Center
NPS	National Park Service
NWCG	National Wildfire Coordinating Group
O #	Overhead Resource Request Number
OF	Optional Form
OGC	Office of General Council (USDA)
OPF	Official Personnel Folder
OSHA	Occupational Safety and Health Agency
OWCP	Office of Workers' Compensation Programs
P.L.	Public Law
PROC	Procurement Unit Leader
PTRC	Personnel Time Recorder
ROSS	Resource Ordering and Status System
S #	Supply Resource Request Number
SCSEP	Senior Community Service Employment Program
SF	Standard Form
TIME	Time Unit Leader
UOP	Unified Ordering Point
USC	United States Code
USDA	United States Department of Agriculture
YCC	Youth Conservation Corp
YOYP	You Order You Pay
WG	Wage Grade (Pay Plan)
WL	Wage Leader
WS	Wage Supervisor

POSITION CODE LISTING

For the most current information go to <http://iqcs.nwcg.gov>

FUNCTION	POSITION CODE	TITLE
AIR OPS	AAML	AGENCY AVIATION MILITARY LIAISON
AIR OPS	ABRO	AIRCRAFT BASE RADIO OPERATOR
OPERATIONS	ACAC	AREA COMMAND AVIATION COOR.
FINANCE	ACCO	ACCOUNTANT
FINANCE	ACCT	ACCOUNTING TECHNICIAN
DISPATCH	ACDP	AIRCRAFT DISPATCHER
COMMAND	ACDR	AREA COMMANDER
LOGISTICS	ACLC	ASST. AREA COMMANDER, LOGISTICS
COOR/SUPP	ACMR	ASSISTANT CACHE MANAGER
PLANS	ACPC	ASST. AREA COMMANDER, PLANS
AIR OPS	AFUL	AVIATION FUEL SPECIALIST
AIR OPS	AFUS	AERIAL FUSEE OPERATOR
MISC OH	ANPA	PARA ANTHROPOLOGIST
MISC OH	ANTH	ANTHROPOLOGIST
AIR OPS	AOBD	AIR OPERATIONS BRANCH DIRECTOR
AIR OPS	AOBS	AERIAL OBSERVER
COOR/SUPP	APTL	ADMIN. PAYMENT TEAM LEADER
COOR/SUPP	APTM	ADMIN. PAYMENT TEAM MEMBER
MISC OH	AQSP	AIR QUALITY SPECIALIST
MISC OH	ARCH	ARCHAEOLOGIST
COMMAND	AREP	AGENCY REPRESENTATIVE
MISC OH	ARPA	PARA ARCHAEOLOGIST
AIR OPS	ASGS	AIR SUPPORT GROUP SUPERVISOR
COOR/SUPP	ATBM	AIR TANKER BASE MANAGER
AIR OPS	ATCO	AIR TANKER / FIXED WING COOR.
AIR OPS	ATGS	AIR TACTICAL GROUP SUPERVISOR
AIR OPS	ATIM	AIRCRAFT TIME KEEPER
LOGISTICS	ATVO	ATV OPERATOR
AIR OPS	AVIN	AVIATION INSPECTOR
MISC OH	BAEL	BURNED AREA RESPONSE TEAM LEADER
MISC OH	BAER	BURNED AREA RESPONSE SPECIALIST
LOGISTICS	BCMG	BASE/CAMP MANAGER

FUNCTION	POSITION CODE	TITLE
PLANS	BHAV	BEHAVE SPECIALIST
MISC OH	BIOL	BIOLOGIST
MISC OH	BIOM	BIOMETRICIAN
PLANS	BIOT	BIOLOGICAL SCIENCE TECHNICIAN
OPERATIONS	BNML	BATTALION MILITARY LIAISON
MISC OH	BOTA	BOTANIST
OPERATIONS	BT25	BOAT OPERATOR OVER 25 FT
OPERATIONS	BTOP	BOAT OPERATOR LESS THAN 25 FT
COOR/SUPP	BUYL	BUYING TEAM LEADER
COOR/SUPP	BUYM	BUYING TEAM MEMBER
LOGISTICS	CACB	CAMP CREW BOSS
COOR/SUPP	CAMP	CAMP HELP
COOR/SUPP	CANH	CANINE HANDLER
COOR/SUPP	CART	CARTOGRAPHER
COOR/SUPP	CASC	SUPPLY CLERK
MISC OH	CASR	CAVE SEARCH/RESCUE SPECIALIST
COOR/SUPP	CAST	SUPERVISOR SUPPLY CLERK
COOR/SUPP	CDER	COMPUTER DATA ENTRY RECORDER
COOR/SUPP	CDSP	CACHE DEMOB SPECIALIST
MISC OH	CHSP	COMPUTER HARDWARE SPECIALIST
MISC OH	CISD	CRITICAL STRESS DEBRIEFER
MISC OH	CLIR	CLIMBER
FINANCE	CLMS	CLAIMS SPECIALIST
MISC OH	CMGR	COMPUTER MANAGER
FINANCE	CMSY	COMMISSARY MANAGER
FINANCE	CMTL	COMPTROLLER
MISC OH	COCO	COMPUTER COORDINATOR
COOR/SUPP	COMC	COMMUNICATIONS COORDINATOR
LOGISTICS	COML	COMMUNICATIONS UNIT LEADER
FINANCE	COMP	COMP/CLAIMS UNIT LEADER
LOGISTICS	COMT	INCIDENT COMMUNICATIONS TECH.
FINANCE	CONO	CONTRACTING OFFICER
COOR/SUPP	COOK	COOK
DISPATCH	CORD	COORDINATOR, EXPANDED DISPATCH
FINANCE	COST	COST UNIT LEADER
COOR/SUPP	COTR	CONTRACTING OFFICER TECH. REP.
OPERATIONS	CREP	CREW REPRESENTATIVE
OPERATIONS	CRWB	CREW BOSS

FUNCTION	POSITION CODE	TITLE
COOR/SUPP	CS1M	CONTRACT SPECIALIST 1 MILLION
COOR/SUPP	CS25	CONTRACT SPECIALIST 25 THOUSAND
COOR/SUPP	CS99	CONTRACT SPECIALIST 100 THOUSAND
MISC OH	CTSP	COMPUTER TECHNICAL SPECIALIST
PLANS	CULS	CULTURAL SPECIALIST
AIR OPS	DECK	DECK COORDINATOR
LOGISTICS	DINS	DAMAGE INSPECTION SPECIALIST
OPERATIONS	DIVS	DIVISION/GROUP SUPERVISOR
PLANS	DMOB	DEMOBILIZATION UNIT LEADER
PLANS	DOCL	DOCUMENTATION UNIT LEADER
MISC OH	DOSP	NEPA DOCUMENTAION SPECIALIST
OPERATIONS	DOZB	DOZER BOSS
PLANS	DPRO	DISPLAY PROCESSOR
COOR/SUPP	DPSP	DISASTER PREPARE/RELIEF SPECIALIST
COOR/SUPP	DRCL	DRIVER, COMMERCIAL LICENSE
COOR/SUPP	DRIV	DRIVER/OPERATOR
OPERATIONS	DZIA	DOZER OPERATOR – IA
OPERATIONS	DZOP	DOZER OPERATOR
MISC OH	ECOL	ECOLOGIST
PLANS	ECOT	ECOLOGICAL TECHNICIAN
DISPATCH	EDRC	EXPANDED DISPATCH RECORDER
DISPATCH	EDSD	SUPPORT DISPATCHER
DISPATCH	EDSP	SUPERVISORY DISPATCHER
LOGISTICS	ELEC	ELECTRICIAN
LOGISTICS	EMTB	EMERGENCY MEDICAL TECH – BASIC
LOGISTICS	EMTI	EMERGENCY MED TECH - INTERMEDIATE
LOGISTICS	EMTP	EMERGENCY MED TECH - PARAMEDIC
OPERATIONS	ENGB	ENGINE BOSS
MISC OH	ENGI	ENGINEER
OPERATIONS	ENOP	ENGINE OPERATOR
MISC OH	ENSP	ENVIRONMENTAL SPECIALIST
CORD/SUPP	EOCC	EMERGENCY OPERATIONS CENTER COOR
LOGISTICS	EQPI	EQUIPMENT INSPECTOR
LOGISTICS	EQPM	EQUIPMENT MANAGER



FUNCTION	POSITION CODE	TITLE
FINANCE	EQTR	EQUIPMENT TIME RECORDER
OPERATIONS	EXAD	EXPLOSIVES ADVISOR
LOGISTICS	FAAS	FIRST AID STATION ASSISTANT
LOGISTICS	FAAT	FIRST AID STATION ATTENDANT
LOGISTICS	FACL	FACILITIES UNIT LEADER
OPERATIONS	FALA	FALLER CLASS A
OPERATIONS	FALB	FALLER CLASS B
OPERATIONS	FALC	FALLER CLASS C
PLANS	FARS	FARSITE SPECIALIST
LOGISTICS	FASP	FIRST AID STATION SPECIALIST
PLANS	FBAN	FIRE BEHAVIOR ANALYST
COOR/SUPP	FCMG	FIRE CACHE MANAGER
LOGISTICS	FDUL	FOOD UNIT LEADER
OPERATIONS	FELB	FELLING BOSS
MISC OH	ESFL	FEMA EMERGENCY SUPPORT FUNCTION #4 PRIMARY LEADER
MISC OH	ESFW	FEMA EMERGENCY SUPPORT FUNCTION #4 WILDLAND SUPPORT
MISC OH	ESFS	FEMA EMERGENCY SUPPORT FUNCTION #4 STRUCTURE SUPPORT
MISC OH	ESFA	FEMA EMERGENCY SUPPORT FUNCTION #4 ADMINISTRATIVE SUPPORT
PLANS	FEMO	FIRE EFFECTS MONITOR
OPERATIONS	FFT1	FIREFIGHTER TYPE 1
OPERATIONS	FFT2	FIREFIGHTER TYPE 2
OPERATIONS	FIRB	FIRING BOSS
OPERATIONS	FLEA	FIRELINE EXPLOSIVE ADVISOR
OPERATIONS	FLEB	FIRELINE EXPLOSIVE BLASTER
OPERATIONS	FLEC	FIRELINE EXPLOSIVE CREW MEMBER
OPERATIONS	FLEI	FIRELINE EXPLOSIVES IA
PLANS	FLIR	FLIR OPERATOR
CORD/SUPP	FLOP	FORK LIFT OPERATOR
MISC OH	FMNT	FACILITIES MAINTENANCE SPECIALIST
PLANS	FOBS	FIELD OBSERVER
MISC OH	FORS	FORESTER
COOR/SUPP	FOTO	PHOTOGRAPHER

FUNCTION	POSITION CODE	TITLE
LOGISTICS	FQCO	FREQUENCY COORDINATOR
PLANS	FRWS	FIRE RAWS TECHNICIAN
FINANCE	FSC1	FINANCE/ADMIN SECTION CHIEF – T1
FINANCE	FSC2	FINANCE/ADMIN SECTION CHIEF – T2
COOR/SUPP	FUEL	FUELING SPECIALIST
COMMAND	FUM1	FIRE USE MANAGER TYPE 1
COMMAND	FUM2	FIRE USE MANAGER TYPE 2
COMMAND	FUMA	FIRE USE MANAGER
OPERATIONS	FWBM	FIXED WING BASE MANAGER
AIR OPS	FWCO	FIXED WING COORDINATOR
OPERATIONS	FWPT	FIXED WING PARKING TENDER
MISC OH	GEOL	GEOLOGIST
PLANS	GISS	GIS SPECIALIST
COOR/SUPP	GMEC	GENERAL MECHANIC
PLANS	GPSP	GLOBAL POSITION SYSTEM SPECIALIST
LOGISTICS	GSUL	GROUND SUPPORT UNIT LEADER
MISC OH	HAZM	HAZARDOUS MATERIALS SPECIALIST
AIR OPS	HDSP	HEAVY DROP SPECIALIST
AIR OPS	HEB1	HELIBASE MANAGER (4+)
AIR OPS	HEB2	HELIBASE MANAGER (1-3)
AIR OPS	HECM	HELICOPTER CREW MEMBER
AIR OPS	HEHH	HELI HOVER HOOK-UP SPECIALIST
AIR OPS	HEIN	HELICOPTER INSPECTOR
AIR OPS	HELB	HELICOPTER BOSS
AIR OPS	HELM	HELICOPTER MANAGER
AIR OPS	HELR	HELI LONG LINE/REMOTE HOOK
AIR OPS	HERS	HELICOPTER RAPPEL SPOTTER
AIR OPS	HESM	HELISPOT MANAGER
AIR OPS	HESP	HELICOPTER OPERATIONS SPECIALIST
AIR OPS	HETM	HELICOPTER TIMEKEEPER
AIR OPS	HEXT	HELICOPTER EXTERNAL LOADS
MISC OH	HIAR	HISTORICAL ARCHITECT
AIR OPS	HLCO	HELICOPTER COORDINATOR
OPERATIONS	HLDS	HOLDING SPECIALIST
AIR OPS	HPIL	HELICOPTER PILOT
AIR OPS	HRAP	HELICOPTER RAPPELER

FUNCTION	POSITION CODE	TITLE
PLANS	HRSP	HUMAN RESOURCE SPECIALIST
AIR OPS	HSTD	HELICOPTER SUPPORT TRUCK DRIVER
AIR OPS	HTCM	HELITORCH CREW MEMBER
AIR OPS	HTMG	HELITORCH MANAGER
AIR OPS	HTMM	HELITORCH MIXMASTER
AIR OPS	HTPT	HELITORCH PARKING TENDER
MISC OH	HYDR	HYDROLOGIST
DISPATCH	IADP	INITIAL ATTACK DISPATCHER
COMMAND	IARR	INTERAGENCY RESOURCE REP.
COORD/SUPP	IBA1	INCIDENT BUSINESS ADVISOR – T1
COORD/SUPP	IBA2	INCIDENT BUSINESS ADVISOR – T2
COMMAND	ICSA	ICS ADVISOR
COMMAND	ICT1	INCIDENT COMMANDER – T1
COMMAND	ICT2	INCIDENT COMMANDER – T2
COMMAND	ICT3	INCIDENT COMMANDER – T3
COMMAND	ICT4	INCIDENT COMMANDER – T4
COMMAND	ICT5	INCIDENT COMMANDER – T5
OPERATIONS	IHCA	ASSISTANT HOTSHOT SUPERINTENDENT
OPERATIONS	IHCS	HOTSHOT SUPERINTENDENT
PLANS	IMET	INCIDENT METEOROLOGIST
LOGISTICS	IMSA	INCIDENT MEDICAL ASSISTANT
LOGISTICS	IMSM	INCIDENT MEDICAL MANAGER
LOGISTICS	IMST	INCIDENT MEDICAL TECHNICIAN
LOGISTICS	INCM	INCIDENT COMMUNICATIONS CNTR. MGR.
MISC OH	INCS	CULTURAL SPECIALIST
FINANCE	INJR	COMP FOR INJURY SPECIALIST
CORD/SUPP	INLO	INTERNATIONAL LIAISON OFFICER
DISPATCH	INTL	INTELLIGENCE LEAD
DISPATCH	INTS	INTELLIGENCE SUPPORT
CORD/SUPP	INVC	INVESTIGATOR, CRIMINAL
CORD/SUPP	INVF	INVESTIGATOR, WILDFIRE
CORD/SUPP	INVS	INVESTIGATOR, SEARCH
CORD/SUPP	INVT	INVESTIGATOR, TORT
PLANS	IRCN	INFRARED COORDINATOR, NATIONAL
PLANS	IRCR	INFRARED COORDINATOR, REGIONAL

FUNCTION	POSITION CODE	TITLE
PLANS	IRDL	INFRARED DOWNLIK OPERATOR
PLANS	IRFS	INFRARED FIELD SPECIALIST
PLANS	IRIN	INFRARED INTERPRETER
MISC OH	LEAS	LAW ENFORCEMENT ANALYST SPEC.
MISC OH	LEIS	LAW ENFORCEMENT INVEST. SPEC.
MISC OH	LGPA	PARALEGAL
AIR OPS	LOAD	LOADMASTER (BY SPECIALTY)
COMMAND	LOFR	LIAISON OFFICER
LOGISTICS	LSC1	LOGISTICS SECTION CHIEF – T1
LOGISTICS	LSC2	LOGISTICS SECTION CHIEF – T2
OPERATIONS	LSCT	LINE SCOUT
PLANS	LTAN	LONG TERM FIRE ANALYST
AIR OPS	MABM	MAFFS AIRTANKER BASE MANAGER
AIR OPS	MABS	MAFFS TANKER BASE SPECIALIST
OPERATIONS	MAFC	MAFFS CLERK
OPERATIONS	MAFF	MAFFS LIAISON OFFICER
AIR OPS	MAFI	MAFFS INFORMATION OFFICER
OPERATIONS	MAOC	MILITARY AIR OPERATINS COOR.
OPERATIONS	MCAD	MILITARY CREW ADVISOR
COOR/SUPP	MCCO	MAC GROUP COORDINATOR
COOR/SUPP	MCIF	MAC GROUP INFORMATION OFFICER
COOR/SUPP	MCOP	MILITARY LIAISON
LOGISTICS	MEDL	MEDICAL UNIT LEADER
AIR OPS	MHEC	MILITARY HELICOPTER CREW MEMBER
AIR OPS	MHEM	MILITARY HELICOPTER MANAGER
AIR OPS	MHMS	MILITARY HELICOPTER MANAGER SUPV.
OPERATIONS	MILO	MILITARY LIAISON OFFICER
OPERATIONS	MORE	MOUNTAIN RESCUE (HIGH ALTITUDE)
COOR/SUPP	MXMS	MIXMASTER
COOR/SUPP	NMAC	NATIONAL MAC REPRESENTATIVE
COOR/SUPP	OCSP	OIL CONTAINMENT SPECIALIST
OPERATIONS	OPBD	OPERATIONS BRANCH DIRECTOR
LOGISTICS	ORDM	ORDERING MANAGER
PLANS	ORPA	ORTHOPHOTO ANALYST
OPERATIONS	OSC1	OPERATIONS SECTION CHIEF – T1
OPERATIONS	OSC2	OPERATIONS SECTION CHIEF – T2

FUNCTION	POSITION CODE	TITLE
COOR/SUPP	PA10	PURCHASING AGENT – 10 THOUSAND
COOR/SUPP	PA25	PURCHASING AGENT – 25 THOUSAND
COOR/SUPP	PA50	PURCHASING AGENT – 50 THOUSAND
COOR/SUPP	PACK	PACKER
AIR OPS	PARK	PARKING TENDER
PLANS	PBOP	PROBEYE OPERATOR
OPERATIONS	PCSP	PARACARGO SPECIALIST
MISC OH	PETL	PREVENTION EDUCATION TEAM LEADER
MISC OH	PETM	PREVENTION EDUCATION TEAM MEMBER
PLANS	PHSP	PHOTOGRAMMETRY SPECIALIST
AIR OPS	PILO	PILOT (BY SPECIALTY)
COMMAND	PIO1	PUBLIC INFORMATION OFFICER TYPE 1
COMMAND	PIO2	PUBLIC INFORMATION OFFICER TYPE 2
COMMAND	PIOF	PUBLIC INFORMATION OFFICER
OPERATIONS	PLDO	PLASTIC SPHERE DISPENSER OPERATOR
LOCAL HIRE	PMEC	PUMP MECHANIC
MISC OH	PREV	PREVENTION TECHNICIAN
FINANCE	PROC	PROCUREMENT UNIT LEADER
COOR/SUPP	PROS	PROCUREMENT SPECIALIST
PLANS	PSC1	PLANS SECTION CHIEF – T1
PLANS	PSC2	PLANS SECTION CHIEF – T2
OPERATIONS	PTIN	PILOT INSPECTOR
FINANCE	PTRC	PERSONNEL TIME RECORDER
COOR/SUPP	PUMP	PUMP OPERATOR
COOR/SUPP	PUSP	PUBLIC HEALTH SPECIALIST
LOGISTICS	RADO	RADIO OPERATOR
OPERATIONS	RAMP	RAMP MANAGER
OPERATIONS	RAVT	RADIO AVIONICS TECHNICIAN
MISC OH	RAWS	RAWS TECHNICIAN
LOGISTICS	RCDM	RECEIVING & DISTRIBUTION MANAGER
PLANS	READ	RESOURCE ADVISOR
LOGISTICS	RECY	RECYCLE/LAND MONITOR SPECIALIST

FUNCTION	POSITION CODE	TITLE
PLANS	RESC	RESOURCE CLERK
PLANS	RESE	REMOTE SENSING SPECIALIST
PLANS	RESL	RESOURCE UNIT LEADER
PLANS	RESP	REHABILITATION SPECIALIST
OPERATIONS	RIRE	RIVER RESCUE SPECIALIST
COOR/SUPP	RMAC	REGIONAL MAC REPRESENTATIVE
PLANS	RRAP	RERAP SPECIALIST
COMMAND	RXB1	PRESCRIBED FIRE BURN BOSS – T1
COMMAND	RXB2	PRESCRIBED FIRE BURN BOSS – T2
COMMAND	RXB3	PRESCRIBED FIRE BURN BOSS – T3
OPERATIONS	RXCM	PRESCRIBED FIRE CREW MEMBER
PLANS	RXFA	PRESCRIBED FIRE BEHAVIOR ANALYST
OPERATIONS	RXT1	IGNITION SPECIALIST – T1
OPERATIONS	RXT2	IGNITION SPECIALIST – T2
COMMAND	RXM1	PRESCRIBED FIRE MANAGER – T1
COMMAND	RXM2	PRESCRIBED FIRE MANAGER – T2
OPERATIONS	SASP	SNOW/AVALANCHE SPECIALIST
PLANS	SCKN	STATUS CHECK-IN RECORDER
LOGISTICS	SCRD	SECURITY GUARD
MISC OH	SCUB	SCUBA DIVER
LOGISTICS	SEC1	SECURITY SPECIALIST – LEVEL 1
LOGISTICS	SEC2	SECURITY SPECIALIST – LEVEL 2
LOGISTICS	SEC4	SECURITY SPECIALIST – LEVEL 4
LOGISTICS	SECG	SECURITY GUARD (NOT LE)
LOGISTICS	SECM	SECURITY MANAGER
AIR OPS	SEMG	SINGLE ENGINE AIR TANKER MANAGER
PLANS	SESP	SEWAGE TREATMENT SPECIALIST
OPERATIONS	SFPS	STRUCTURAL FIRE PROTECTION SPEC.
PLANS	SITL	SITUATIONS UNIT LEADER
COOR/SUPP	SMEC	SMALL ENGINE MECHANIC
OPERATIONS	SMKJ	SMOKE JUMPER
PLANS	SOCI	SOCIAL SCIENCE SPECIALIST
PLANS	SOCT	SOCIAL SCIENCE TECHNICIAN
COMMAND	SOF1	SAFETY OFFICER – T1
COMMAND	SOF2	SAFETY OFFICER – T2
COMMAND	SOFR	SAFETY OFFICER, LINE

FUNCTION	POSITION CODE	TITLE
PLANS	SOIL	SOIL SCIENCE SPECIALIST
MISC OH	SOSP	SOIL CONSERVATION SPECIALIST
MISC OH	SPAG	SPECIAL AGENT
LOGISTICS	SPUL	SUPPLY UNIT LEADER
OPERATIONS	SRT1	SWIFTWATER RESCUE TECH – T1
OPERATIONS	SRT2	SWIFTWATER RESCUE TECH – T2
OPERATIONS	SRTM	SEARCH TEAM MEMBER
OPERATIONS	STAM	STAGING AREA MANAGER
OPERATIONS	STCR	STRIKE TEAM LEADER, CREW
OPERATIONS	STDZ	STRIKE TEAM LEADER, DOZER
OPERATIONS	STEN	STRIKE TEAM LEADER, ENGINE
OPERATIONS	STLM	STRIKE TEAM LEADER MILITARY
OPERATIONS	STPL	STRIKE TEAM LEADER TRACTOR PLOW
MISC OH	STPS	STRUCTURAL PROTECTION SPECIALIST
LOGISTICS	SUBD	SUPPORT BRANCH DIRECTOR
LOGISTICS	SVBD	SERVICE BRANCH DIRECTOR
LOGISTICS	SWRM	SHOWER MANAGER
LOGISTICS	TCSP	TELECOMMUNICATIONS SPECIALIST
OPERATIONS	TFLD	TASK FORCE LEADER
MISC OH	THSP	TECHNICAL SPECIALST
FINANCE	TIME	TIME UNIT EADER
PLANS	TNSP	TRAINING SPECIALIST
AIR OPS	TOLC	TAKE OFF & LAND COORDINATOR
COOR/SUPP	TOOL	TOOL & EQUIPMENT SPECIALIST
MISC OH	TOWR	CERTIFIED TOWER CLIMBER
OPERATIONS	TPIA	TRACTOR/PLOW OPERATOR IA
OPERATIONS	TPOP	TRACTOR/PLOW OPERATOR
OPERATIONS	TRPB	TRACTOR PLOW BOSS
OPERATIONS	TTOP	TERRA TORCH OPERATOR
MISC OH	VESP	VEGETATION SPECIALIST
MISC OH	VIDO	VIDEO CAMER OPERATOR
MISC OH	WEBM	INCIDENT WEBMASTER
COOR/SUPP	WHRH	MATERIALS HANDLER
COOR/SUPP	WHLR	MATERIALS HANDLER LEADER
COOR/SUPP	WHMG	WAREHOUSE MANAGER
OPERATIONS	WHSP	WATER HANDLING SPECIALIST

FUNCTION	POSITION CODE	TITLE
MISC OH	WMGR	WILDLIFE MANAGER
MISC OH	WMSP	WATERSHED MANAGEMENT SPECIALIST
PLANS	WOBS	WEATHER OBSERVER
MISC OH	WRED	WRITER/EDITOR
LOCAL HIRE	WTOP	WATER TENDER OPERATOR
MISC OH	WTSP	WATER TREATMENT SPECIALIST
PLANS	XEDO	XEDAR OPERATOR



## INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

### APPENDIX B – TOOL KIT

#### Contents

All Hazard Checklist  
Check Log  
Cost Log  
Daily Shift Log – Crews  
Daily Shift Log – Overhead  
Determination & Finding  
Equipment Hire Log  
Equipment Use Log  
Equipment Vendor Deduction Log  
Excess Hours Log  
Extended Work Shift Authorization Sample  
Hazard/Environmental Pay Matrix  
Incident Equipment Summary  
Incident Business Operating Guidelines  
Land Use Agreement Checklist  
Land Use Agreement Form  
Length of Assignment Extension Documentation  
Purchase Card Log  
Supply Log

## ALL HAZARD CHECK LIST

### ALL HAZARD CHECKLIST

#### PRE-INCIDENT

- Ensure access to Reference Library – Wildland Fire and All Hazard.\*
- Copies of Agreements (interagency, joint powers, cost share, cooperative, local, etc.)
- Copies of Emergency Planning Documents (Pandemic, Hurricane, All Hazard 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 Situation Analysis (WFSA).
- Copy of Delegation of Authority.
- Determine how medical care being handled.
- Procedures for hiring and paying casualties.
- 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.

\* The IBA Field Reference may be found at:  
<http://www.nwcg.gov/teams/ibpwt/instructional.html>.

ALL HAZARD CHECK LIST – Continued

**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.
- ESF 4 – 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.

\* Found in the Tool Kit of Interagency Incident Business Management Handbook or on-line at [www.nwcg.gov](http://www.nwcg.gov)

\*\* May also be obtained at incident arrival and/or need to check on an on-going basis for additions.

---









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.



DETERMINATION & FINDING – Continued

1. In accordance with OF-294, General Provisions, Clause No. 10 Loss, Damage, or Destruction;  
and/or \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I hereby determine that  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date









EXTENDED WORK SHIFT AUTHORIZATION SAMPLE

**OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT  
 AND/OR  
 DEVIATION FROM 2:1 WORK REST POLICY**

<b>Date:</b>	<b>Incident Number:</b>	<b>Incident Name:</b>	<b>Unit:</b>
<b>Incident Type:</b>	<b>Operational Period:</b>	<b>Incident commander:</b>	<b>IC Type (1-5)</b>

**JUSTIFICATION**

**Name of Individual(s) or Crew:**

**Describe the situation(s) that caused the work shift(s) to exceed 16 hours and provide justification(s).  
 (See reverse for examples):**

Date                      Hours in excess of 16

**MITIGATION MEASURES**

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

**2. Date standard 2:1 work/rest restored:**

**SIGNATURE OF INCIDENT SUPERVISOR**

<b>NAME:</b>	<b>TITLE:</b>	<b>DATE:</b>
--------------	---------------	--------------

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

<b>NAME:</b>	<b>TITLE:</b>	<b>DATE:</b>
--------------	---------------	--------------

EXTENDED WORK SHIFT AUTHORIZATION SAMPLE – Continued

**OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT  
AND/OR  
DEVIATION FROM 2:1 WORK REST POLICY**

**JUSTIFICATION - EXAMPLES OF SITUATIONS CAUSING EXTENDED SHIFTS**

Travel time not administratively controllable.  
Mobilization and travel of resources to incident location or relocation to incident facilities.  
Establishing and maintaining administrative, planning, logistical support for incident.  
Evacuation, triage, structure protection, or emergency rescue.  
Establishing initial control lines of the fire  
Extended attack efforts to control potentially devastating incident activity.  
Incident unable to provide personnel with adequate food and lodging.  
Other/Additional.

**MITIGATION MEASURES**

**INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK**  
**12.7-1 – 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 hour 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.

HAZARD/ENVIRONMENTAL PAY MATRIX

<b>Activity</b>	<b>Entitlement To Hazard</b>	<b>Comments</b>
Fighting uncontrolled fire	Yes	
Delivering supplies to fireline	No	
Delivering personnel to fireline	No	
Any incident personnel visiting uncontrolled fireline	No	Not considered active firefighting
Safety personnel patrolling uncontrolled fireline	Yes	
Media tours to uncontrolled fireline	No	Not considered active firefighting
Search and rescue on uncontrolled fireline	Yes	
Limited control flights	Yes	
Parachute Jumps	No	Unless as part of a field testing program: refer to CFR
Piloting aircraft	No	
Hover hook-ups	Yes	
Working in rough/remote terrain	Yes	
Smoke exposure	No	No authority exists in CFR
Plastic Sphere Dispenser Operations	Yes	Applies to operator of dispenser *
Rappel/Short-haul/Hoist Operations Cargo Letdown/Fast Rope	Yes	*



HAZARD/ENVIRONMENTAL PAY MATRIX – Continued

<b>Activity</b>	<b>Entitlement To Hazard</b>	<b>Comments</b>
-----------------	----------------------------------	-----------------

Low-level Infrared Operations	Yes	Applies to operator *
-------------------------------	-----	-----------------------

\*If it meets the definition of the CFR involving fixed or tactical patterns or low level flying which can not be mitigated.

Entitlement applies to WG/WL/WS and GS personnel unless specified otherwise.

Refer to the Interagency Incident Business Management Handbook, Chapter 10, Sections 12.9 and 12.10 for detailed guidance on pay percentages and exposure time frames.

CFR – Code of Federal Regulations. See CFR 550.901 through 550.907 for hazard pay/environmental differential.



INCIDENT BUSINESS OPERATING GUIDELINES

**SAMPLE OPERATING GUIDELINES**

**INCIDENT BUSINESS ADMINISTRATION**

\_\_\_\_\_ **(unit name)**

Enclosed are Operating Guidelines for incident business administration activities on the \_\_\_\_\_. These guidelines are provided to support incident management team (IMT) operations and to provide consistency in incident business management operations throughout the unit. Deviation from these guidelines will be negotiated with the Incident Business Advisor (IBA) or Agency Administrator (AA) or Administrative Representative in advance.

**Incident Business Advisor**

Delegation of Authority. The incident agency's Administrative Representative (*name*, work phone (###)###-####; cell phone (###)###-####, home 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:

**Name**      **Position**      **Work Phone #**      **Home Phone #**

An off-unit IBA may be resource ordered to assist the unit.

**Responsibilities.**

The IBA is as 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.

INCIDENT BUSINESS OPERATING GUIDELINES – Continued

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, home phone)

Property Management (name, work phone, cell phone, home phone)

Unit Dispatch (name, work phone, cell phone, home phone)

Injury Compensation (name, work phone, cell phone, home phone)

Claims (Property Loss/Damage) (name, work phone, cell phone, home phone)

As 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 that 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.

INCIDENT BUSINESS OPERATING GUIDELINES – Continued

The open flow of communication between these parties will facilitate acquisition needs and property tracking.

**Procurement**

The incident agency Administrative Representative provides the Finance/Administration Section with the Incident Service and Supply Plan. Incident agency acquisition staff are available to discuss information provided in the plan.

Service and Supply Plan to include:

- Acquisition Organization Chart including contact work and cell telephone numbers
- Emergency Service Providers (include 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 (Interagency Incident Business Management Handbook, 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 Unit 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 consults 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

### INCIDENT BUSINESS OPERATING GUIDELINES – Continued

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**

Incident agency's contact: (*Name*) Work telephone (###) ###-####. The IMT Compensation/Claims Unit Leader follows paperwork disposition procedures in the IIBMH.

All medical services, agency-provided medical care agreements, physicians, burn center, forms, etc., are included in the Emergency Incident Acquisition 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 home telephone numbers in contact order.

**Name**

**Phone**

**Shift**

## INCIDENT BUSINESS OPERATING GUIDELINES – Continued

### **Payments**

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.

### **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.

### **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 (*name*).



INCIDENT BUSINESS OPERATING GUIDELINES – Continued

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 Interagency Incident Business Management Handbook. 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.

LAND USE AGREEMENT CHECKLIST

LAND USE AGREEMENTS

CHECKLISTS

AND

GENERAL GUIDANCE

LAND USE AGREEMENT CHECKLIST – Continued

**SCHOOLS, FAIRGROUNDS OR OTHER RELATED FACILITY**  
**CHECKLIST**

- Number of Classrooms
- Gym
- Cleaning/Janitorial/Custodial Services
- Use of Showers
- Government furnished supplies vs. Contractor furnished supplies.
- Phones
- Copiers
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- Availability
- AC/Heater operational or available
- Sprinkler System
- Reduce / increase costs when camp changes (i.e. from Type I – II – III) (reduce number of classrooms needed, area needed, buildings needed, etc.)
- Other prescheduled / concurrent uses of the facilities by owner
- Parking
- Athletic Fields

LAND USE AGREEMENT CHECKLIST – Continued

**DIPPING SITES/PONDS**  
**CHECKLIST**

- Impact – amount of drawdown, site disturbance, etc
- Fish
- Noxious Weeds
- Water (usage and/or replenishment)
- Water Rights (who owns the water)
- Fences
- Access
- Flight Path
- Livestock/Wildlife
- Loss of Foliage/Crop/Pasture
- Use of pumps or wells

LAND USE AGREEMENT CHECKLIST – Continued

**IC CAMP/HELIBASE  
CHECKLIST**

- Access – roads, gates
- Noxious Weeds
- Fences / cattle guards / gates
- Livestock
- Flight Path
- Irrigation/Sprinkler System
- Spillage/Hazmat
- Hours of Operation
- Property Impact
- Re-seeding / de-compaction requirements
- Abandonment of improvements
- Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc)

LAND USE AGREEMENT CHECKLIST – Continued

**AIRPORTS**  
**CHECKLIST**

- Facilities Usage (except for federally funded runways, towers)
  - Check other FAA restrictions
- Landing Fee
- Fuel Fee (If Contractor provided)
- Security
- Flight Path
- Hazmat/Spillage
- Parking
- Availability
- Water/Electricity/Phones
- Portable Retardant Base
- Hours of Operation
- Access
- Check with Air Ops for further concerns

LAND USE AGREEMENT CHECKLIST – Continued

**SITUATIONS NOT REQUIRING A LAND USE AGREEMENT**

- Federal Government land/facilities run by concessionaire
- Land/Facilities of other Federal agencies (would fall under Economy Act agreements)
- Land/Facilities of state and local governments (usually cooperative agreement)
- Non Wildland fire incidents, i.e. FEMA.
- Direct fire suppression activity (fire line construction, back-burn, access to fire)
- Federally funded runways and towers (county/state/local)

**LAND/FACILITY RESTORATION CONSIDERATIONS**

**(Items for COs to consider – not all items apply to every agreement)**

- Loss of crop/pasture – how many seasons
- Re-seeding / de-compaction requirements
- Noxious Weeds Abatement and Survey
- General clean-up (trash removal, final janitorial service, floor waxing, etc)
- Re-sod of athletic fields
- Reconditioning floors (of gyms, carpet replacement, etc)
- Pumping of septic systems (feasible to use system, or rely solely on port-a-potties?)
- Mending fences damaged during incident

LAND USE AGREEMENT CHECKLIST – Continued

**CONSIDERATIONS FOR DETERMINING RATE**

- BEFORE NEGOTIATING RATE:
  - Determine ownership of land / facilities
  - Confirm owner's agent if applicable
  - Resources available to confirm ownership
    - City or County Tax Assessor's Office
    - Courthouse
  
- Private Campgrounds – what are average receipts / revenues for similar time period
  
- Historical record of rates for use in local area – local rangers may be good source
  
- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities
  
- Fairgrounds – were there any events cancelled or rescheduled to make them available?
  
- Cost of relocating and feeding of stock
  
- Are there vacant facilities held by other agencies that may be available?
  
- Consider a not to exceed rate commensurate with property value
  
- Sources of market research:
  - banks
  - real estate offices
  - local employees
  - local assessor offices
  - local agency lands offices
  - newspapers
  - feed store bulletin boards
  - documentation at local offices from previous incidents



LAND USE AGREEMENT FORM

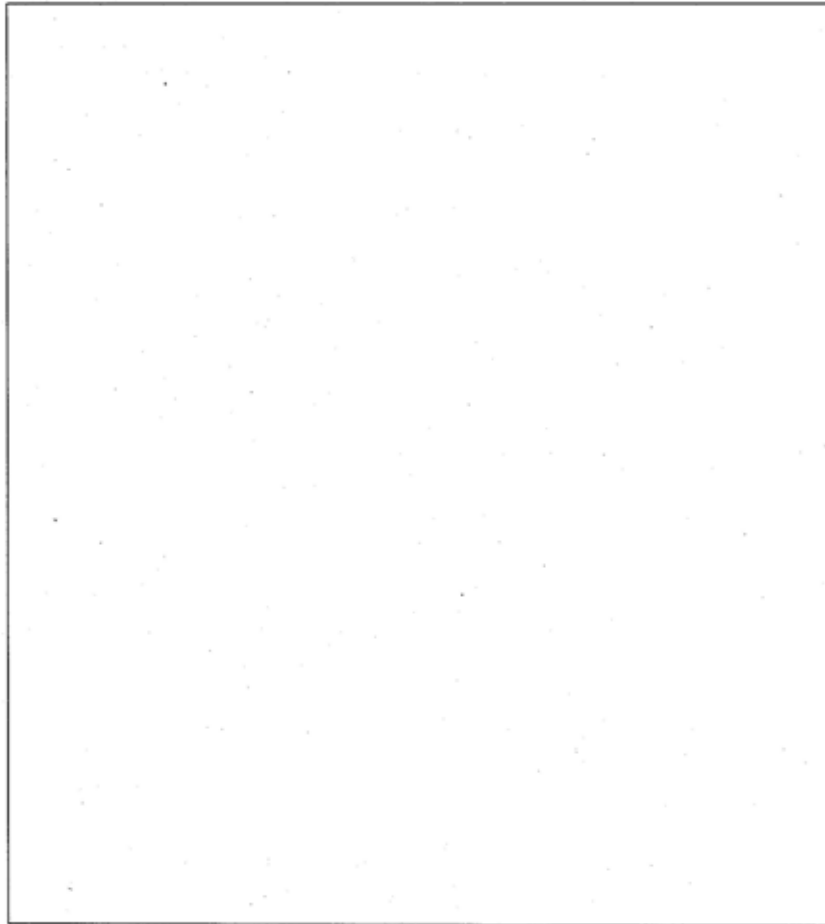
Mar 2006 **EMERGENCY FACILITIES & LAND USE AGREEMENT**

INCIDENT AGENCY (name, address, phone number)	Page <u>    </u> of <u>    </u> AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER
	EFFECTIVE DATES a. beginning <u>                    </u> b. ending <u>                    </u>
OWNER (name, address, phone number-include day/nights/cell/fax)  DUNS: EIN/SSN: PAYMENT ADDRESS: [ ] Same as above, or _____ _____	INCIDENT NAME: INCIDENT NUMBER: RESOURCE ORDER NUMBER: JOB CODE (P#) AND OVERRIDE:
TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN	
The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as _____	
<b>DESCRIPTION OF LAND/FACILITIES:</b> Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. _____ _____ _____ _____	
County: _____ State: _____ Township: _____ Range: _____ Section: _____	
<b>ORDINARY WEAR AND TEAR:</b> Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.	
<b>RATE:</b> For each month that the land/facilities are used, the Government will pay the rate of \$ _____ per month. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ _____, regardless of the length of use. Payment shall be in accordance with the Incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.	
<b>UTILITIES AND SERVICES:</b> (check only one) [ ] The above rate includes utility charges for the following: <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRICITY <input type="checkbox"/> WATER <input type="checkbox"/> TOILET SUPPLIES <input type="checkbox"/> JANITORIAL SERVICES & SUPPLIES <input type="checkbox"/> TRASH REMOVAL <input type="checkbox"/> SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS [ ] The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____	
<b>RESTORATION:</b> Restoration beyond ordinary wear and tear. (check only one) [ ] The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____ [ ] The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.	
<b>ALTERATIONS:</b> The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.	
<b>ORAL STATEMENTS:</b> Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.	
<b>CONDITION REPORTS:</b> A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.	
<b>OTHER:</b> Describe in detail: _____	
<b>TERMS AND CONDITIONS:</b> See attachment.	
<b>CHECKLIST(s):</b> See attachment.	

LAND USE AGREEMENT FORM – Continued

Page \_\_\_ of \_\_\_  
Agreement No: \_\_\_\_\_

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



**ADDITIONAL CLAUSES:**

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER (if different from Owner's)		PHONE NUMBER:	



LAND USE AGREEMENT FORM – Continued

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES  
EMERGENCY FACILITIES AND LAND USE AGREEMENT**

**52.213-4 – Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items)  
(Aug 2007)**

**(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:**

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
  - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).
  - (v) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (2) Listed below are additional clauses that apply:
  - (i) 52.232-1, Payments (Apr 1984).
  - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
  - (iii) 52.232-11, Extras (Apr 1984).
  - (iv) 52.232-25, Prompt Payment (Oct 2003).
  - (v) 52.233-1, Disputes (July 2002).
  - (vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).
  - (vii) 52.253-1, Computer Generated Forms (Jan 1991).

**(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:**

- (1) The clauses listed below implement provisions of law or Executive order:
    - (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
    - (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
    - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
    - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
    - (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
    - (vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act
-

LAND USE AGREEMENT FORM – Continued

and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) **FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998).** This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

or

<http://farsite.hill.af.mil/>

(d) **Inspection/Acceptance.** The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or

---

LAND USE AGREEMENT FORM – Continued

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**(f) Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

**(g) Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**(h) Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

---

LENGTH OF ASSIGNMENT EXTENSION DOCUMENTATION

DOCUMENTATION OF LENGTH OF ASSIGNMENT  
EXTENSION REQUIREMENTS

Documentation of any type of assignment extension shall include the following:

- I. Resource Name:** \_\_\_\_\_
- Position/Type of Resource:** \_\_\_\_\_
- II. Length of Extension:** \_\_\_\_\_
- III. Rationale for Extension (Circle all that apply);**
- A. Life and property threatened.
  - B. Suppression objective(s) are close to being met.
  - C. Replacement resources are not available (Unable to Fill)
  - D. Military assignment.
  - E. Other: \_\_\_\_\_
- \_\_\_\_\_
- IV. Recommendation**
- Incident Supervisor (of resource to be extended), Title and Signature
- \_\_\_\_\_
- V. Approval Signatures / Date**
- Resource (to be extended): \_\_\_\_\_
- Incident/Area Commander: \_\_\_\_\_
- Hosting GACC: \_\_\_\_\_
- Home Unit Supervisor: \_\_\_\_\_
- Sending GACC: \_\_\_\_\_
- NICC (if National Resource): \_\_\_\_\_





