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**National Wildfire
Coordinating Group**



NWCG Standards for Interagency Incident Business Management

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NWCG Standards for Interagency Incident Business Management

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The *NWCG Standards for Interagency Incident Business Management*, assists participating agencies of the NWCG to constructively work together to provide effective execution of each agency's incident business management program by establishing procedures for:

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

Uniform application of interagency incident business management standards is critical to successful interagency fire operations. These standards must be kept current and made available to incident and agency personnel. Changes to these standards may be proposed by any agency for a variety of reasons: new law or regulation, legal interpretation or opinion, clarification of meaning, etc. If the proposed change is relevant to the other agencies, the proponent agency should first obtain national headquarters' review and concurrence before forwarding to the NWCG Incident Business Committee (IBC). IBC will prepare draft NWCG amendments for all agencies to review before finalizing and distributing.

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

NWCG STANDARDS FOR INTERAGENCY INCIDENT BUSINESS MANAGEMENT

Chapter 10	Personnel
Chapter 20	Acquisition
Chapter 30	Property Management
Chapter 40	Incident Business Management Coordination
Chapter 50	Interagency Cooperative Relations
Chapter 60	Accident Investigation and Reporting
Chapter 70	Claims
Chapter 80	Cost Accounting and Reporting
Chapter 90	All-Hazards Incident Business Management
Appendix A	Tool Kit

Table of Contents

Chapter 10 – Personnel	10-1
Resources	10-1
Organized Crews.....	10-1
Casuals	10-2
Hiring of 16 and 17 Year Olds.....	10-3
Job Corps and Youth Conservation Corps (YCC) Enrollees.....	10-3
Hiring of Federal Retirees.....	10-3
Volunteers Under Formal Agreement.....	10-4
Using Regular Government Employees from Federal Agencies.....	10-4
Cooperators	10-4
Pay Provisions.....	10-5
Incident Pay Guidelines	10-5
One-Day Assignments (0001 to 2400 Hours).....	10-5
Multiple-Day Assignments	10-5
Last Day of the Incident Assignment.....	10-6
Detail Assignments	10-7
Off-Site/Remote Incident Assignments	10-7
On-Shift Time	10-9
Travel and Related Waiting Time.....	10-9
Ordered Standby	10-10
On-Call.....	10-11
Off-Shift Time	10-11
Meal Periods	10-12
Work/Rest, Length of Assignment, and Days Off.....	10-12
Work/Rest Guidelines	10-13
Incident Operations Driving	10-13
Length of Assignment.....	10-14
Management Directed Days Off at Home Unit	10-16
Other Pay Provisions.....	10-16
Hazard Pay for GS Employees	10-17
Definitions for Hazard Pay Purposes.....	10-18
Positions Not Entitled to Hazard Pay Differential for Irregular and Intermittent Hazardous Duties	10-18
Criteria for Entitlement to Hazardous Pay Differential for Irregular and Intermittent Hazardous Duties (5 CFR 550.904).....	10-18
Regulations Governing Payment of Hazard Differential for GS Employees	10-19
Environmental Differential for Federal Wage System Employees (5 CFR 532.511)	10-20
Criteria for Entitlement to Environmental Differential for Federal Wage System Employees.....	10-20
Regulations Governing Payment of Environmental Differential.....	10-21
Public Law 106-558.....	10-22
Fair Labor Standards Act (FLSA) Exemption Modifications for Emergency Assignments ...	10-22
Reasonable Accommodations	10-23
Personnel Timekeeping/Recording.....	10-23
Crew Time Report (CTR), SF-261	10-25
Timekeeping Methods	10-26
Incident Time Report, OF-288 for Regular Government Employees.....	10-26

Hiring and Payment of Casual Employees	10-27
Closing Out Incident Time Reports	10-28
Common Timekeeping Issues	10-29
Exhibits	10-29
Exhibit 1 – AD Pay Plan for Emergency Workers	10-30
Exhibit 2 – Example 1, Crew Time Report (CTR), SF-261	10-30
Exhibit 2 – Example 2, Crew Time Report (CTR), SF-261	10-31
Exhibit 3 – Incident Time Report, OF-288 for Regular Government Employees.....	10-32
Exhibit 4 – Incident Time Report, OF-288 for Casual Employees.....	10-33
Exhibit 5 – Employment Eligibility Verification, Form I-9	10-34
Exhibit 6 – Checklist for Closing out the Incident Time Report, OF-288.....	10-34
Exhibit 7 – <i>NWCG Single Resource Casual Hire Information Form</i> , PMS 934.....	10-35
Exhibit 8 – <i>Incident Behavior Form</i> , PMS 935-1	10-35
Exhibit 9 – <i>Comportamiento En Incidentes Form</i> , PMS 935-2.....	10-35
Exhibit 10 – Exempt / Nonexempt Positions.....	10-36
Commissary	10-39
Commissary Procedures.....	10-39
Commissary Privileges – Payroll Deduction	10-39
Commissary Privileges – Contractors.....	10-40
Agency-Provided Commissary	10-40
Ordering/Receiving Procedures	10-40
Commissary Issue Record.....	10-40
Posting Commissary Issues.....	10-41
Exhibits	10-41
Exhibit 11 – Commissary Issue Record, OF-287	10-42
Exhibit 12 – Commissary Accountability Record, OF-284.....	10-43
Compensation for Injury/Illness	10-45
Federal Workers’ Compensation	10-46
Federal Employees’ Compensation Act (FECA).....	10-46
Coverage Under FECA	10-46
Authorizing Medical Care.....	10-47
Continuation of Pay (COP).....	10-47
Selection of Physician.....	10-49
Agency Provided Medical Care (APMC).....	10-49
Authority for APMC	10-49
APMC Coverage	10-49
Procedures to Establish APMC.....	10-50
Payment of APMC Costs	10-50
Procedures for Using APMC	10-50
Procedures and Documentation Requirements for FECA or APMC.....	10-51
Traumatic Injury	10-51
Occupational Disease/Illness	10-52
Prescriptions.....	10-52
Fatality	10-52
Forms Distribution.....	10-53
State and Local Government Workers’ Compensation	10-53
State Workers’ Compensation Coverage	10-53
Local Government Workers’ Compensation	10-54

Exhibits	10-54
Exhibit 13– Federal Employee’s Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, CA-1	10-54
Exhibit 14 – Notice of Occupational Disease and Claim for Compensation, CA-2.....	10-54
Exhibit 15 – Authorization for Examination and/or Treatment, CA-16.....	10-55
Exhibit 16 – Agency Provided Medical Care Authorization and Medical Report, FS-6100-16 .	10-56
Exhibit 17 – Incident Injury/Illness Log.....	10-58
Exhibit 18 – OF-288 Example with COP for a Regular Federal Employee.....	10-59
Exhibit 19 – OF-288 Example with COP for Casual Employee	10-60
Exhibit 20 – Incident Injury Case File Envelope, OF-313	10-61
Travel	10-62
Travel Procedures	10-62
Incident Agency Requirements.....	10-62
Foreign Travel.....	10-64
Chapter 20 – Acquisition.....	20-1
Delegations of Procurement Authority	20-1
Incident Requisitioning Procedures	20-2
Incident Agency Service and Supply Plan.....	20-2
Sources of Supply	20-3
National Cache System.....	20-3
General Services Administration (GSA)	20-3
Defense Logistics Agency (DLA)	20-3
National Contracts	20-3
Acquisition Methods.....	20-4
Government Charge Cards and Convenience Checks	20-4
Land Use and Facility Rental Agreements	20-4
Equipment Rental.....	20-5
Ordering Equipment.....	20-5
General Guidelines for Equipment Hire	20-6
Hiring Methods	20-7
Incident-Only EERAs	20-7
Incident-Only EERA and LUA Administrative Changes.....	20-8
Unique Items.....	20-8
Agency-Provided Commissary Requisitions	20-8
Agency-Provided Commissary Acquisition	20-9
Commissary Returns.....	20-9
Government Telephone Systems	20-9
Agency Provided Medical Care (APMC).....	20-9
Subsistence and Lodging Provisions	20-9
Military	20-11
Water.....	20-11
Awards.....	20-11
EERA and IBPA Administration	20-11
Ordering	20-11
Inspections	20-12
Documentation.....	20-12
Forms Distribution.....	20-14

Equipment Release.....	20-14
Contract Claims	20-15
EERA and IBPA Claims Settlement.....	20-16
Payments.....	20-16
Emergency Equipment Rental Agreement (EERA) and Incident Blanket Purchase Agreement (IBPA).....	20-17
National Contracts	20-17
Exhibits.....	20-18
Exhibit 21 – Equipment and Method of Hire National Standards.....	20-19
Exhibit 22 – Sample Report from Automated Dispatch System	20-35
Exhibit 23 – Emergency Equipment Rental Agreement (EERA), OF-294	20-35
Exhibit 24 – Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296.....	20-36
Pre-Use Inspection.....	20-39
Release	20-39
Exhibit 25 – Emergency Equipment Shift Ticket, OF-297.....	20-40
Exhibit 26 – Emergency Equipment Use Invoice, OF-286	20-41
Exhibit 27 – Emergency Equipment Fuel and Oil Issue, OF-304	20-42
Exhibit 28 – Emergency Equipment Rental-Use Envelope, OF-305	20-43
Exhibit 29 – Solicitation / Contract/Order for Commercial Items, SF-1449	20-43
Exhibit 30 – Incident Demobilization Vehicle Safety Inspection (ICS-212).....	20-43
Exhibit 31 – Commercial Rental/Service Envelope	20-44
Exhibit 32a – <i>Emergency Facilities & Land Use Agreement</i> , PMS 902-2.....	20-44
Exhibit 32b – Emergency Facilities & Land Use Agreement Checklists and General Guidance	20-44
Chapter 30 – Property Management	30-1
Property Management Program Procedures	30-1
Incident Base Security/Storage.....	30-2
Property Receipting Procedures.....	30-2
Identification	30-2
Property Accountability Controls	30-3
Clearance and Demobilization Procedures	30-5
Donations	30-6
Recycling at Incident Base.....	30-7
Exhibits	30-7
Exhibit 33 – Interagency Incident Waybill, OF-316	30-8
Exhibit 34 – <i>Buying Team Incident Waybill</i> , PMS 902-1.....	30-11
Exhibit 35 – Incident Replacement Requisition, OF-315.....	30-11
Exhibit 36 – Property Loss or Damage Report Fire Suppression, OF-289	30-11
Chapter 40– Incident Business Management Coordination	40-1
Incident Agency Coordination.....	40-1
IMT Coordination.....	40-2
BUYT Coordination.....	40-3
Administrative Payment Team (APT) Coordination	40-3
Incident Information Technology Coordination	40-3
Other Team Coordination	40-4
Exhibits	40-4
Exhibit 37 – Time Unit Incident Finance Package Guidelines.....	40-5
Exhibit 38 – Commissary Incident Finance Package Guidelines	40-5

Exhibit 39 – Compensation/Claims Unit Incident Finance Package Guidelines.....	40-6
Exhibit 40 – Procurement Unit Incident Finance Package Guidelines.....	40-6
Exhibit 41 – Cost Unit Incident Finance Package Guidelines.....	40-7
Chapter 50– Interagency Cooperative Relations.....	50-1
Formal Agreements.....	50-1
Agreements Between U.S. Government Agencies	50-1
Agreements with Tribes.....	50-2
Agreements Between Federal, State Fire Organizations and Local Governments.....	50-2
Agreements with Foreign Government Entities	50-2
Cost Share Agreements for Multi-Jurisdiction Incidents.....	50-3
State Fire Management Assistance	50-3
Authority.....	50-3
Process	50-3
Military Involvement	50-4
Authority.....	50-4
Responsibility	50-4
Modular Airborne Fire Fighting System (MAFFS).....	50-4
Military Costs and Billings.....	50-4
Chapter 60 – Accident Investigation and Reporting.....	60-1
Chapter 70 – Claims	70-1
Claims Investigations.....	70-3
Claims Filing.....	70-3
Contract Claims	70-3
Tort Claims	70-3
Claim Documentation Requirements.....	70-4
Incident Procedures – Tort Claims	70-4
Non-Tort Claims	70-5
Employee Claims.....	70-5
Information to Be Provided by the Claimant.....	70-5
Incident Procedures – Employee Claims	70-6
Government Claims	70-7
Government Property Damage	70-7
Claims Processing.....	70-7
Exhibits	70-7
Exhibit 42 – Motor Vehicle Accident Report, SF-91	70-7
Exhibit 43 – Statement of Witness, SF-94.....	70-7
Exhibit 44 – Claim for Damage, Injury or Death, SF-95.....	70-8
Exhibit 45 – U.S. Department of Agriculture Employee Claim for Loss or Damage to Personal Property, AD-382.....	70-8
Exhibit 46 – U.S. Department of the Interior Employee Claim for Loss or Damage to Personal Property, DI-570	70-9
Exhibit 47 – Incident Claims Log.....	70-10
Exhibit 48 – Incident Claims Case File Envelope, OF-314.....	70-11
Chapter 80 – Cost Accounting and Reporting.....	80-1
Incident Costs.....	80-2
Cost Categories	80-2
Standard Cost Components.....	80-3

Actual Costs	80-3
Estimated Costs	80-3
Composite Costs	80-3
Cost Methods	80-4
Initial Estimation	80-4
Resource Cost Method	80-4
Tracking and Reporting Methods	80-4
Automated Cost Accounting	80-4
Spreadsheets	80-4
Manual Accounting	80-4
Incident Status Summary (ICS 209)	80-4
Agency Accrual Reports	80-4
Cost Analysis	80-5
Cost Projection	80-5
Cost Share Agreements	80-5
Cost Shared Items	80-6
Non-Cost Shared Items	80-6
Transfer of Responsibility Procedures	80-7
Cost Share Methods	80-7
Initial Attack	80-7
You Order You Pay (YOYP)	80-7
Acres Burned	80-7
Cost Apportionment	80-7
Complexes / Merges / Splits (CMS)	80-8
Exhibits	80-9
Exhibit 49 – Standard Rate Spreadsheet	80-9
Exhibit 50 – Cost Management Measures	80-9
Exhibit 51 – Sample Cost Share Agreement	80-10
Exhibit 52 – Sample Cost Share Agreement	80-14
Chapter 90 – All-Hazards Incident Business Management	90-1
Presidential Emergency or Major Disaster Declaration	90-2
Process	90-2
Non-Stafford Act Disasters	90-3
Pay Provisions	90-3
Biweekly Earning Limitation	90-3
Overtime	90-3
Fair Labor Standards Act (FLSA)	90-3
Hazard Pay	90-4
Travel	90-4
Acquisition	90-4
Purchase of Accountable/Sensitive Property	90-4
Property Management	90-4
Business Coordination	90-4
Cooperative Relations	90-4
Accident Investigation	90-4
Claims	90-4
Cost Accounting	90-5
Procedures for Reimbursement	90-5

Items Eligible for Reimbursement (Reference 44 CFR 206.8).....	90-5
Appendix A – Tool Kit.....	A-1
Glossary	A-1
Extended Work Shift Documentation Form	A-1
Resource Extension Request Form	A-3
Hazard / Environmental Pay Matrix	A-5
Emergency Equipment Rental Agreement (EERA) Log	A-12
Fuel and Oil Issue Spreadsheet	A-13
Sample Incident Business Operating Guidelines	A-14
Cost Log.....	A-18
Complex, Merge, and Split Considerations	A-19
All-Hazards Checklist.....	A-22

Chapter 10 – Personnel

Objective

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

Responsibilities

Recruiting agency responsibilities:

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

Hiring unit for casual hires responsibilities:

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

Recruitment

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

Resources

Organized Crews

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

The agency that establishes the crew agreement is responsible to:

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

Agencies may choose to utilize the *Incident Behavior Form*, PMS 935 (Exhibits 8 and 9).

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

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

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

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

7 **Casuals**

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

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

16 Nonresident aliens may be hired and paid as casuals for the duration of an incident (Comp. Gen. B-
17 146142, 6/22/61). The Internal Revenue Service (IRS) requires each nonresident alien to have a valid
18 Social Security number (SSN) at the time of hire. The Immigration Reform and Control Act of 1986
19 (Simpson-Rodin Act) also requires completion of an *Employment Eligibility Verification*, I-9 (Exhibit 5)
20 (8 CFR 274a2).

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

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

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

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

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

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

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

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

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

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

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

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

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

27 In accordance with applicable state and federal laws, 16- and 17-year-old persons may be hired. Obtain
28 incident agency policies (state or federal) for hiring regulations at the site

29 <https://www.dol.gov/agencies/whd/youthrules>.

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

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

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

36 **Hiring of Federal Retirees**

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

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

4 **Volunteers Under Formal Agreement**

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

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

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

11 **Cooperators**

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

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

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

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

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

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

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

1 Pay Provisions

2 Objective

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

4 Responsibilities

5 IMT responsibilities:

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

8 Home Unit responsibilities:

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

10 Incident Pay Guidelines

11 One-Day Assignments (0001 to 2400 Hours)

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

17 Multiple-Day Assignments

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

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

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

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

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

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

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

11 Differentials for regular federal employees:

- 12 • Night Work on the Incident – A regular federal employee who has been spot changed to a first 8,
13 9, or 10-hour daily tour of duty is entitled to night differential pay for all non-overtime hours
14 worked between 1800 and 0600 hours (Comp. Gen. B-193068, 5/22/84). When Federal Wage
15 System (WG, WL, WS) employees work nights, refer to normal shift requirements. Employees
16 should reference agency-specific guidance for entitlement of night differential.
- 17 • Retaining Regular Shift Differential on the Incident – Federal Wage System employees whose
18 daily tour of duty at the home unit includes a shift differential will continue to receive the
19 differential while assigned to the incident even though the temporary assignment does not
20 include shift work. General Schedule (GS) employees are not entitled to retain night differential
21 pay on the incident.
- 22 • Retaining Sunday Differential on the Incident – Temporary changes in the daily tour of duty do
23 not change the days of an individual's weekly tour of duty. Individuals who are entitled to a
24 Sunday differential during their weekly tour of duty at the home unit retain the Sunday
25 differential while assigned to the incident. Individuals whose weekly tour of duty does not
26 include Sunday differential may not be paid Sunday differential on the incident.
- 27 • Regularly Scheduled Overtime – Both Federal Wage System and GS employees, who are
28 compensated for regularly scheduled overtime, lose this entitlement when spot changed to a first
29 8-, 9-, or 10-hour daily tour of duty.

30 **Last Day of the Incident Assignment**

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

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

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

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

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

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

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

9 **Detail Assignments**

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

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

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

22 Availability

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

27 Ordering Process

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

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

5 Home Unit Responsibilities

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

17 Time

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

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

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

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

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

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

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

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

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

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

16 **On-Shift Time**

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

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

22 **Travel and Related Waiting Time**

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

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

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

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

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

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

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

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

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

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

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

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

39 **Ordered Standby**

40 An employee is on duty and time spent in ordered standby is hours of work if, for work-related reasons,
41 the employee is restricted by official order to a designated post of duty and is assigned to be in a state of
42 readiness to perform work with limitations on the employee’s activities so substantial that the employee
43 cannot use the time effectively for his or her own purposes. A finding that an employee’s activities are

1 substantially limited may not be based on the fact that an employee is subject to restrictions necessary to
2 ensure that the employee will be able to perform his or her duties and responsibilities, such as
3 restrictions on alcohol consumption or use of certain medications (5 CFR 551.431(a)(1)).

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

8 The following guidelines are provided for uniformity:

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

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

23 **On-Call**

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

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

32 **Off-Shift Time**

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

- 36 • At the IC's discretion, regular government employees and casuals may be released during off-
37 shift periods from the incident base or camp.
- 38 • At the IC's discretion, regular government employees and casuals may be restricted to an
39 incident base and all other camps during off-shift periods. This is usually referred to as a "closed
40 camp" (45 FLRA No. 120, 0-NG-1958, Decision and Order on a Negotiability Issue, September

1 18, 1992; Office of the General Counsel, Authority to Close Fire Camps Opinion, March 28,
2 1990).

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

12 **Meal Periods**

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

14 Time for a meal period is not compensable if the employee is not required to perform substantial duties
15 (86 Forest Practices Board Regulations 1026). When an employee's time and attention is primarily
16 occupied by a private pursuit such as eating a meal, then the employee is completely relieved from duty
17 and is not entitled to compensation under the FLSA (102 Labor Employee Press 39580).

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

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

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

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

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

32 **Work/Rest, Length of Assignment, and Days Off**

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

35 To assist in mitigating fatigue, days off are allowed during and after assignments. If necessary, to
36 reduce fatigue, the Type 1 or 2 IC or AA (incident host or home unit) may provide additional time off to
37 supplement mandatory days off requirements.

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

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

3 **Work/Rest Guidelines**

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

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

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

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

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

23 **Incident Operations Driving**

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

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

- 31 • No driver will drive more than 10 hours (behind the wheel) within any duty-day.
- 32 • Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver
33 exceeds the individual driving (behind the wheel) time limitation of 10 hours.
- 34 • A driver shall drive only if they have had at least eight consecutive hours off duty before
35 beginning a shift.
- 36 • Exception to the minimum off-duty hour requirement is allowed when **essential** to:
 - 37 ○ accomplish **immediate** and **critical** suppression objectives, or
 - 38 ○ address **immediate** and **critical** firefighter or public safety issues.
- 39 • As stated in the current agency work/rest policy, documentation of mitigation measures used to
40 reduce fatigue is required for drivers who exceed 16-hour work shifts. This is required

1 regardless of whether the driver was still compliant with the 10-hour individual (behind the
2 wheel) driving time limitations.

3 **Length of Assignment**

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

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

- 11 • Days Off – After completion of a 14-day assignment and return to the home unit, two mandatory
12 days off will be provided (2 after 14) (state regulations may preclude authorizing this for State
13 employees). Days off must occur on the calendar days immediately following the return travel in
14 order to be charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp. Gen.
15 Decision 393 (1977)). If the next day(s) upon return from an incident is/are a regular
16 workday(s), a paid day(s) off will be authorized. Employees shall follow agency-specific
17 direction for implementation of days off standards.

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

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

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

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

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

29 **Agency Pilot Days Off**

- 30 • 12 and 2 Work Schedule – After completion of a 12-day assignment, 2 mandatory days off will
31 be provided (2 after 12). Days off must occur on the calendar days immediately following the 12
32 days in order to be charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp.
33 Gen. Decision 393 [1977]). If the next day(s) are a regular workday(s), a paid day(s) off will be
34 authorized.
- 35 • 6 and 1 Work Schedule – After completion of a 6-day assignment, 1 mandatory day off will be
36 provided (1 after 6). Days off must occur on the calendar day immediately following the 6 days
37 in order to be charged to the incident (5 USC 6104, 5 CFR 610.301-306, and 56 Comp. Gen.
38 Decision 393 [1977]). If the next day(s) are a regular workday(s), a paid day(s) off will be
39 authorized.

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

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

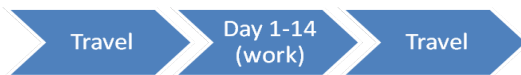
Assignments may be extended when:

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

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

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

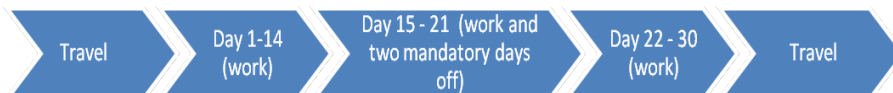
14 Day Scenario



21 Day Scenario



30 Day Scenario



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

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

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

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

Agency Pilot Extensions –

12 and 2 Work Schedule: Upon completion of the 12-day assignment and following two days off, one extension of 12 days may be allowed (for a total of up to 26 days including travel to the home unit) with home unit supervisor approval. The agency pilot shall return to the home unit following the second 12-day assignment. Two mandatory days off will be provided on days 27 and 28. When personnel are

1 required to take a mandatory day off, which falls on their normal day off, there will be no pay
2 compensation.

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

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

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

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

13 Supervisors must manage work schedules for initial attack, dispatch, and incident support personnel
14 during extended incident situations. During periods of non-routine or extended activity, these
15 employees will have a minimum of 1 day off in any 21-day period. This minimum requirement should
16 rarely be needed since scheduled days off are normally given much more frequently during periods of
17 routine activity. State policies apply to state personnel. Employees shall follow agency-specific
18 direction for implementation of days off standards.

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

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

29 **Other Pay Provisions**

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

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

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

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

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

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

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

- 18 • Medical Treatment – When a regular government employee or casual is provided medical
19 treatment by the incident, pay entitlement will not exceed actual hours worked or guarantee (8
20 hours per day for casuals) whichever is greater for that calendar day (5 CFR 551.425). Time
21 spent traveling to or from a medical facility and/or time spent receiving medical attention is
22 considered compensable time only if it falls within the employee's regular guaranteed work
23 hours. Overtime cannot be earned (reference Continuation of Pay (COP) section).
- 24 • Biweekly Earning Limitation – The biweekly earning limitation on premium pay contained in 5
25 CFR 550.105 is waived for Department of the Interior (DOI) and Department of Agriculture
26 (USDA) GS employees working in connection with wildland fire activities (Public Law 107-107,
27 Section 1114). This authority does not apply to all-hazards responses (reference Chapter 90).
- 28 • Maximum Annual Earning Limitation – The maximum annual earning limitation limits a regular
29 federal government exempt employee's basic and premium pay to the annual salary of a GS-15,
30 Step 10 grade level, including locality and/or special salary rate, or Level V of the Executive
31 Schedule, whichever is greater (5 CFR 550.106). This includes overtime and compensatory
32 time, as well as Sunday and night differential, but excludes hazard pay differential (5 CFR
33 550.107).

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

37 **Hazard Pay for GS Employees**

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

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

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

4 **Definitions for Hazard Pay Purposes**

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

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

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

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

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

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

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

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

20 **Criteria for Entitlement to Hazardous Pay Differential for Irregular and Intermittent Hazardous** 21 **Duties (5 CFR 550.904)**

22 Full-time, part-time, and intermittent GS employees are eligible for hazard pay differential computed at
 23 25 percent of the base rate when performing duties specified below.

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

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

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

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

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

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

- 11 • Work in rough and remote terrain – Working on cliffs, narrow ledges, or near vertical
12 mountainous slopes where a loss of footing would result in serious injury or death, or when
13 working in areas where there is danger of rock falls or avalanches.

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

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

18 **Regulations Governing Payment of Hazard Differential for GS Employees**

- 19 • All-hazard pay differential for GS employees is based on a 24-hour day from 0001 to 2400
20 hours. An individual who performs duties for which hazard pay differential is authorized shall
21 be paid the hazard differential for all hours in pay status during the calendar day in which the
22 hazardous duty is performed.
- 23 ○ The automatic cut off time is 2400 hours. An individual working beyond 2400 hours into the
24 next day is entitled to hazard pay differential for 2 days only if exposed to the hazard before
25 and after 2400 hours.
 - 26 ○ No minimum time requirements for exposure shall be established to earn entitlement to
27 differential pay for hazardous duty. Any amount of actual exposure during a calendar day
28 qualifies the individual for the pay differential for all compensable hours performed that day.
- 29 • Hazard pay shall be computed on the basis of all hours in pay status. If in an 8-hour workday the
30 individual performs hazardous duty for 1 hour and is in paid leave for 7 hours, the hazard pay
31 differential shall be computed on the full 8 hours. If the individual were in non-pay status (leave
32 without pay) for 7 hours, the hazard pay would be computed on the basis of the 1 hour in pay
33 status.
- 34 • Hazard pay shall be computed on the basis of an individual's base compensation and shall be
35 paid in addition to any other compensation the individual earns under other statutory authority.
- 36 • Hazard pay differential is in addition to any other premium pay or allowances payable under
37 other provisions of this chapter. It is not subject to the biweekly maximum limitation provisions,
38 which the law places on the amount that may be received for overtime work (5 CFR 550.106 and
39 550.907) but is subject to the annual aggregate compensation limit (5 CFR 530.202(4)).

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

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

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

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

- 9 • Firefighting – Participating or assisting in firefighting operations on the immediate fire scene and
10 in direct exposure to the hazards inherent in containing or extinguishing fires.
- 11 • Low-level Flights – Participating in flights in a small aircraft including helicopters at altitude of
12 150 meters (500 feet) and under in daylight and 300 meters (1,000 feet) and under at night when
13 the flights are over mountainous terrain, or in fixed-wing aircraft involving maneuvering at the
14 heights and times specified above, or in helicopters maneuvering and hovering over water at
15 altitudes of less than 150 meters (500 feet).

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

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

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

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

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

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

<u>Differential</u>	<u>Category</u>
34 25 Percent	Fighting Wildland or Range fires on the fireline

- 36 • Compensation Based on Actual Exposure.

<u>Differential</u>	<u>Category</u>
37 100 Percent	Participating in low-level flights in small aircraft including helicopters
38 25 Percent	High work

1	15 Percent	Participating in operations to attach external load to or from helicopter hovering just overhead.
2		
3	4 Percent	Performing work, which subjects the individual to soil his/her clothing, beyond that normally to be expected in the duties of the classification.
4		
5		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).
6		
7		
8		
9		When the use of mechanical equipment, or protective devices, or protective clothing results in an unusual degree of discomfort.
10		

11 Regulations Governing Payment of Environmental Differential

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

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

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

29 When an individual is subjected to more than one hazard at the same time for which a differential is
30 authorized, the individual is paid for the exposure, which results in the higher differential, but may not
31 be paid for more than one differential for the same hours (e.g., a Federal Wage System employee may be
32 paid at 100 percent for 1 hour of low-level flight and the balance of the on-shift time at 25 percent for
33 firefighting).

- 34 • Two-Day Exposure – The automatic cut off time is 2400 hours for an environmental differential.
35 A Federal Wage System employee working beyond 2400 hours into the next calendar day earns
36 entitlement to environmental differential for 2 days only if exposed to the hazard before and after
37 2400 hours.
- 38 • Base Pay – Environmental differential is included as part of a Federal Wage System employee's
39 base rate of pay and is used to compute premium pay for overtime and holiday work.
- 40 • Recording – When recording environmental differential for actual exposure, show the actual
41 hours of exposure and the category with justification in the Remarks block on a CTR, SF-261.

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

Public Law 106-558

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

This overtime provision applies only under the following circumstances:

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

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

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

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

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

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

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

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

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

15 **Reasonable Accommodations**

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

23 **Personnel Timekeeping/Recording**

24 **Objective**

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

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

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

33 **Responsibilities**

34 FSC responsibilities:

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

38 TIME responsibilities:

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

4 Personnel Time Recorder (PTRC) responsibilities:

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

7 Incident Supervisor responsibilities:

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

10 Incident Personnel responsibilities:

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

14 Home Unit Timekeeper responsibilities:

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

17 **Procedures**

18 Two forms are provided for recording time worked on an incident. The CTR, SF-261 (Exhibit 2), is

19 the initial timekeeping document. Time from the CTR is transferred by the PTRC to the Incident

20 Time Report, OF-288 (Exhibits 3 and 4).

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

22 Unit.

23 On an incident of limited duration at the home unit that involves only home unit personnel, the AA

24 may elect to record emergency incident time directly on the agency time reporting document. When

25 utilizing agency-specific overtime authorization forms in lieu of CTRs or OF-288s, supervisors need

26 to ensure the same justifications/documentations that would normally be recorded on those official

27 documents are shown or attached to the agency documents (e.g., hazard pay justification,

28 compensable meal breaks, excessive shift justifications).

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

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

1 **Crew Time Report (CTR), SF-261**

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

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

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

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

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

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

20 Hazard/Environmental Differential

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

1 ○ Special Pay Provisions

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

4 **Timekeeping Methods**

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

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

9 There are two methods for timekeeping on the CTR:

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

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

14 Detailed instructions for completing the OF-288 for regular government employees are found in Exhibit
15 3.

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

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

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

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

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

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

31 Recording Hazard or Environmental Differential –

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

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

- 2 • Position Change – Copy from the CTR the effective date, time, new job title, and reason for
3 change in the Remarks block and begin a new column on the OF-288 to indicate the new
4 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
6 hours necessary to meet base hours, the Time Unit records “Guarantee” in the Start/Stop column
7 and leaves the Hours column blank. The home unit timekeeper is responsible to ensure the
8 proper amount of hours is applied to meet the employee’s base tour of duty.
- 9 • Recording Day(s) Off – The Time Unit records “Day Off” in the Start/Stop column for an on-
10 incident day off. The Time Unit leaves the Hours column blank.
- 11 • If the end of a pay period occurs during an incident, information may be transmitted
12 electronically to the individual's home unit.

13 **Hiring and Payment of Casual Employees**

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

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

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

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

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

- 25 • *Employees Withholding Allowance Certificate, W-4*
- 26 • State income tax withholding forms
- 27 • Electronic deposit form

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

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

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

36 For casual crews, all form requirements remain the same, with the exception of the *Single Resource*
37 *Casual Hire Information* form. However, the hiring unit or crew representative informs the casuals of
38 incident behavior expectations and responsibilities. The Crew Boss must provide a complete manifest
39 of all crew members showing full name, type of employment, and incident position, including any in

1 trainee status. Sponsored casual crew incident behavior responsibilities may be found in the crew
2 agreement. If none are listed, utilize the *Incident Behavior Form*, PMS 935-1(Exhibits 8 and 9).

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

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

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

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

24 **Closing Out Incident Time Reports**

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

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

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

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

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

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

- 3 • Regular Government Employees – The Time Unit gives the original, completed, and signed OF-
4 288 to the individual to take back to their home unit.
- 5 • Casuals – The Time Unit processes the original OF-288 per hiring agency policy. Return travel
6 time should be recorded per agency guidelines. A completed copy is given to each casual.

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

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

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

14 **Common Timekeeping Issues**

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

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

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

27 **Exhibits**

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

29 [Exhibit 2 – Crew Time Report, SF-261](#)

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

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

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

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

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

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

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

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

1 **Exhibit 2 – Example 2, Crew Time Report (CTR), SF-261**

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

261-101

STANDARD FORM 261 (5/78)

Prescribed by USDA-USDI (NWCG Handbook No. 2

- 2 Instructions for filling out a Crew Time Report (CTR), SF-261, can be found:
- 3 <https://www.nwcg.gov/committees/incident-business-committee/training-courses>.

1 **Exhibit 3 – Incident Time Report, OF-288 for Regular Government Employees**

INCIDENT TIME REPORT															1. Hired At (e.g., ID-BOF)									
2. Employee Common Identifier					3. Type of Employment (X One) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other					4. Hiring Unit Name (e.g., Ranger District) Boise Ranger District														
5. Name (First, Middle, Last) Smokey Bear										6. Hiring Unit Phone Number (XXX) XXX-XXXX					7. Hiring Unit Fax Number (XXX) XXX-XXXX									
Column A					Column B					Column C					Column D									
Same as Column					<input checked="" type="checkbox"/> A					Same as Column					<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C									
8. Incident Name Sun Creek					8. Incident Name					8. Incident Name					8. Incident Name									
9. Incident Order Number (e.g., ID-BOF-000123) OR-VAD-000092					9. Incident Order Number (e.g., ID-BOF-000123)					9. Incident Order Number (e.g., ID-BOF-000123)					9. Incident Order Number (e.g., ID-BOF-000123)									
10. Fire Code (e.g., B2C5) ELT9			11. Resource Request Number (e.g., O-33) C-1.15		10. Fire Code (e.g., B2C5)			11. Resource Request Number (e.g., O-33)		10. Fire Code (e.g., B2C5)			11. Resource Request Number (e.g., O-33)		10. Fire Code (e.g., B2C5)			11. Resource Request Number (e.g., O-33)						
12. Position Code (e.g., FFT2-T) FFT2		13. AD Class (e.g., B) \$	14. AD Rate		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B) \$	14. AD Rate		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B) \$	14. AD Rate		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B) \$	14. AD Rate						
15. Home/Hiring Unit Accounting Code ELT9					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code									
Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours					
08	07	14:00	17:00	3.00 T	08	11	13:30	20:30	7.00 H	08	15	03:30	08:00	4.50 H	08	18	08:00	13:30	5.50 T					
08	07	17:30	21:30	4.00 H	08	12	07:00	13:00	6.00 H	08	15	19:00	24:00	5.00 H	08	18	14:30							
08	08	06:00	19:00	13.00 H	08	12	13:30	23:30	10.00 H	08	16	00:30	09:00	8.50 H										
08	09	06:00	21:00	15.00 H	08	13	DAY OFF			08	16	18:00	24:00	6.00 H										
08	10	07:00	13:00	6.00 H	08	14	20:00	24:00	4.00 H	08	17	00:01	01:30	1.50 H										
08	10	13:30	20:30	7.00 H	08	14	GUARAN TEE			08	17	12:00	18:00	6.00 H										
08	11	07:00	13:00	6.00 H	08	15	00:01	03:00	3.00 H	08	17	18:30	21:00	2.50 H										
Year	20XX	16. Total Hours			54.00	Year	20XX	16. Total Hours			30.00	Year	20XX	16. Total Hours			34.00	Year	20XX	16. Total Hours			5.50	
In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel															17. Total Hours (all columns):					123.50				
18. Commissary and Travel															For Payment Center use only									
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)			18d. Reimbursement		18e. Deduction		18f. Firecode															
8	10	Toothbrush, Toothpaste					5.00		ELT9															
8	14	T-shirt					13.50		ELT9															
Total							\$18.50				20. Employee Signature <i>Smokey Bear</i>													
19. Remarks															21. Time Officer Signature <i>Time Officer</i>									
NOTE: The above items are correct and proper for payment from available appropriations.																								

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

NSN 7540-01-124-7633

OPTIONAL FORM 288 (REV. 10/2015)

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

INCIDENT TIME REPORT												1. Hired At (e.g., ID-BOF) ID-BOF											
2. Employee Common Identifier 9999999999						3. Type of Employment (X One) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Federal <input type="checkbox"/> Other						4. Hiring Unit Name (e.g., Ranger District) Cascade Ranger District											
5. Name (First, Middle, Last) Smokey Bear									6. Hiring Unit Phone Number (XXX) XXX-XXXX			7. Hiring Unit Fax Number (XXX) XXX-XXXX											
Column A			Same as Column <input checked="" type="checkbox"/> A			Column C			Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B			Column D			Same as Column <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C								
8. Incident Name River Road						8. Incident Name						8. Incident Name						8. Incident Name					
9. Incident Order Number (e.g., ID-BOF-000123) ID-PAF-000080						9. Incident Order Number (e.g., ID-BOF-000123)						9. Incident Order Number (e.g., ID-BOF-000123)						9. Incident Order Number (e.g., ID-BOF-000123)					
10. Fire Code (e.g., B2C5) G9MJ		11. Resource Request Number (e.g., O-33) C-5.4		10. Fire Code (e.g., B2C5)		11. Resource Request Number (e.g., O-33)		10. Fire Code (e.g., B2C5)		11. Resource Request Number (e.g., O-33)		10. Fire Code (e.g., B2C5)		11. Resource Request Number (e.g., O-33)									
12. Position Code (e.g., FFT2-T) FFT2		13. AD Class (e.g., B) AD-C	14. AD Rate \$17.60	12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)	14. AD Rate \$	12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)	14. AD Rate \$	12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)	14. AD Rate \$								
15. Home/Hiring Unit Accounting Code G9MJ						15. Home/Hiring Unit Accounting Code						15. Home/Hiring Unit Accounting Code						15. Home/Hiring Unit Accounting Code					
Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours				
08	01	20:00	24:00	4.00 T	08	04	19:00	24:00	5.00	08	08	07:00	13:00	6.00	08	12	08:00	13:30	5.50 T				
08	02	00:01	01:30	1.50 T	08	05	00:01	07:00	7.00	08	08	14:00	21:00	7.00									
08	02	18:00	24:00	6.00	08	05	18:00	24:00	6.00	08	09	DAY OFF		8.00									
08	02	GUARAN	TEE	0.50	08	06	12:00	17:00	5.00	08	10	07:00	13:00	6.00									
08	03	00:01	08:00	8.00	08	06	17:30	20:30	3.00	08	10	14:00	20:30	6.50									
08	03	20:00	24:00	4.00	08	07	07:00	13:00	6.00	08	11	07:00	12:30	5.50									
08	04	00:01	08:00	8.00	08	07	13:30	18:30	5.00	08	11	13:30	20:00	6.50									
Year 20xx				16. Total Hours 32.00		Year 20xx				16. Total Hours 37.00		Year 20xx				16. Total Hours 45.50		Year 20xx				16. Total Hours 5.50	
In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel																	17. Total Hours (all columns):			120.00			
18. Commissary and Travel												For Payment Center use only											
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)						18d. Reimbursement	18e. Deduction	18f. Firecode													
08	01	POV Mileage (200 miles x \$0.56)						112.00		G9MJ													
08	04	Toothbrush, Toothpaste							5.00	G9MJ													
08	05	Gloves							3.00	G9MJ													
08	12	POV Mileage (200 miles x \$0.56)						112.00		G9MJ													
							Total	\$224.00	\$8.00														
19. Remarks												20. Employee Signature <i>Smokey Bear</i>											
												21. Time Officer Signature <i>Time Officer</i>											
NOTE: The above items are correct and proper for payment from available appropriations.																							

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

NSN 7540-01-124-7633

OPTIONAL FORM 288 (REV. 10/2015)

2 Instructions for filling out an Incident Time Report, OF-288, can be found: [https://www.nwcg.gov/committees/incident-business-](https://www.nwcg.gov/committees/incident-business-committee/training-courses)
3 [committee/training-courses.](https://www.nwcg.gov/committees/incident-business-committee/training-courses)

1 **Exhibit 5 – Employment Eligibility Verification, Form I-9**

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

3 **Exhibit 6 – Checklist for Closing out the Incident Time Report, OF-288**

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

8 1. Time Unit personnel should verify the following when auditing OF-288s:

9 a. ECI present for casual employees.

10 b. Type of employment indicated.

11 c. Hiring unit identifier.

12 d. Incident name and incident order number indicated in all columns.

13 e. AD classification, pay rate, position title, and NWCG position code for casuals. Cross check
14 AD classification with position title to ensure proper pay rate is applied.

15 f. NWCG position code indicated for incident personnel other than casuals.

16 g. Time posted chronologically. Verify time posted against Crew Time Report (CTR), SF-261.

17 h. Columns totaled (hours only).

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

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

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

25 a. Ensure all commissary issues and travel reimbursements have been posted. Total the
26 reimbursement and deduction columns.

27 b. Ensure time has been properly documented on a CTR and CTRs have been posted.

28 c. Ensure travel has been posted according to home/hiring agency procedures. Post beginning
29 travel time. Leave remainder of column open for home unit supervisor to post and approve
30 ending travel time.

31 d. Estimate and record return travel time for casuals per hiring agency direction.

32 e. Cross out unused and blank time entry columns.

33 f. The TIME coordinates transmittal of the required pay documents for casuals per hiring unit
34 direction.

35 g. Forward original injury documents per hiring unit agency guidelines. A copy may be
36 provided to the employee.

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

13 **Exhibit 7 – NWCG Single Resource Casual Hire Information Form, PMS 934**

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

15 **Exhibit 8 – Incident Behavior Form, PMS 935-1**

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

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

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

1 **Exhibit 10 – Exempt / Nonexempt Positions**

Position	FLSA Status
Administrative Payment Team Leader	Exempt
Administrative Payment Team Member	Nonexempt
Advanced Emergency Medical Technician	Nonexempt
Advanced Emergency Medical Technician – Fireline	Nonexempt
Agency Representative	Exempt
Air Attack Group Supervisor	Exempt
Air Support Group Supervisor	Exempt
Airtanker Coordinator	Exempt
Aircraft Base Radio Operator	Nonexempt
Aircraft Timekeeper	Nonexempt
BAER Team Leader & Members	Exempt
Base Camp Manager	Nonexempt
Buying Team Leader	Exempt
Buying Team Member	Nonexempt
Claims Specialist	Nonexempt
Commissary Manager	Exempt
Communications Technician	Nonexempt
Communications Unit Leader	Exempt
Compensation-for-Injury Specialist	Nonexempt
Compensation/Claims Unit Leader	Exempt
Contracting Officer Representative	Nonexempt
Cook	Nonexempt
Cook's Helper	Nonexempt
Cost Apportionment Team Leader	Nonexempt
Cost Apportionment Team Member	Nonexempt
Cost Unit Leader	Exempt
Crew Representative	Exempt
Deck Coordinator	Nonexempt
Demobilization Recorder	Nonexempt
Demobilization Unit Leader	Exempt
Dispatch Recorder	Nonexempt
Dispatcher	Nonexempt
Display Processor	Nonexempt
Division/Group Supervisor	Exempt
Documentation Recorder	Nonexempt
Documentation Unit Leader	Nonexempt
Dozer Boss (Crew Boss)	Nonexempt
Dozer/Tractor Plow Operator	Nonexempt
Driver/Operator	Nonexempt

Position	FLSA Status
Emergency Medical Technician Basic	Nonexempt
Emergency Medical Technician – Fireline	Nonexempt
ESF4 Primary Leader	Exempt
ESF4 Structure Support	Exempt
ESF4 Wildland Support	Exempt
Engine Boss	Nonexempt
Equipment Manager	Nonexempt
Equipment Time Recorder	Nonexempt
Expanded Dispatch Coordinator	Exempt
Facilities Maintenance Specialist	Nonexempt
Facilities Unit Leader	Exempt
Felling Boss (Crew Boss)	Nonexempt
FEMA ESF4 Administrative Support	Nonexempt
Field Observer	Nonexempt
Finance/Administration Section Chief	Exempt
Fire Behavior Analyst	Exempt
Firefighter	Nonexempt
Firing Boss (Crew Boss)	Exempt
Fixed-Wing Base Manager	Exempt
Food Unit Leader	Exempt
Ground Support Unit Leader	Exempt
Hand Crew Boss	Exempt
Helibase Manager	Exempt
Helicopter Coordinator	Exempt
Helicopter Manager (Crew Boss)	Exempt
Helispot Manager	Nonexempt
Human Resources Specialist	Exempt
Incident Business Advisor	Exempt
Incident Commander	Exempt
Incident Head Dispatcher	Exempt
Incident Meteorologist	Exempt
Incident Technology Support Specialist	Nonexempt
Information Officer	Exempt
Infrared Interpreter	Exempt
Interagency Resource Representative	Nonexempt
Liaison Officer	Exempt
Loadmaster	Nonexempt
Logistics Section Chief	Exempt
Mechanic	Nonexempt
Medical Unit Leader	Exempt

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

1 **Commissary**

2 **Objective**

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

5 **Responsibilities**

6 Incident Agency responsibilities:

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

9 FSC responsibilities:

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

13 TIME responsibilities:

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

17 PROC responsibilities:

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

20 Home Unit responsibilities:

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

23 Payment Unit responsibilities:

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

25 **Commissary Procedures**

26 **Commissary Privileges – Payroll Deduction**

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

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

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

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

1 **Commissary Privileges – Contractors**

2 Contractors and their authorized personnel may be issued commissary with approval of the contractor or
3 contractor’s agent. The amount issued is posted as a deduction to the appropriate vendor invoice used
4 for contract payments. The PROC ensures that supporting documents, such as copies of the
5 Commissary Issue Record, OF-287 (Exhibit 11), or Interagency Incident Waybill, OF-316, are attached
6 to the contractor invoice.

7 **Agency-Provided Commissary**

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

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

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

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

14 **Ordering/Receiving Procedures**

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

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

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

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

29 **Commissary Issue Record**

30 Commissary Issue Record, OF-287 (Exhibit 11), is used to record commissary issues. Items are listed
31 by quantity, descriptive name, unit price, and total value. Individuals print their name and sign for
32 purchases on the OF-287.

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

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

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

1 **Posting Commissary Issues**

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

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

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

12 **Exhibits**

13 [Exhibit 11 – Commissary Issue Record, OF-287](#)

14 [Exhibit 12 – Commissary Accountability Record, OF-284.](#)

1 Exhibit 11 – Commissary Issue Record, OF-287

COMMISSARY ISSUE RECORD								1. FIRE LOCATION		2. FIRE NAME		3. FIRE NO.	
								4. FIRE CAMP NAME		5. FIRE CAMP NO.	6. DATE	7. SHEET NO. OF	
8 COMMODITY →	Cigarettes	Boots	Socks	Sweatshirt	Toothpaste	Chew	9 TOTAL COST	10 CREW IDENT.	11 PURCHASER'S NAME (PRINT) AND SIGNATURE		12. I.D. NO. (from OF-288 Emergency F.F. Time Report)		
											13. INITIALS (Posted to OF-288)		
A.	UNIT PRICE	12					\$ 12.00	SRV #2	NAME George Chavez		I.D. NO		
	QUANTITY	1							SIGNATURE		INITIALS		
	SUB-TOTAL	12							<i>George Chavez</i>		<i>BS</i>		
B.	UNIT PRICE	12	196	6			\$220.00	SRV #2	NAME Vern D Reyes		I.D. NO		
	QUANTITY	1	1	2					SIGNATURE		INITIALS		
	SUB-TOTAL	12	196	12					<i>Vern D Reyes</i>		<i>BS</i>		
C.	UNIT PRICE				24	4	\$ 36.00	SRV #2	NAME Nancy Black		I.D. NO		
	QUANTITY				1	1			SIGNATURE		INITIALS		
	SUB-TOTAL				24	4			<i>Nancy Black</i>		<i>BS</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 387 (9-81)

USDA/USDI

50287-101

1 **Exhibit 12 – Commissary Accountability Record, OF-284**

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

NSN 7540-01-120-4061

COMMISSARY FILE

GPO: 1985 O - 484 0 271

OPTIONAL FORM 284 (3-81)

USDA/USDI

50284-101

1 Instructions for Form Completion

2 Project. Incident Order Number.

3 Camp Name. Incident Name.

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

6 Value of Stock Received, Transferred, or Returned.

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

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

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

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

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

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

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

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

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

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

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

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

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

32 Authorized Signature. Signature of individual preparing report.

33 Title. Title of person preparing report.

34 Date. Date report prepared.

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

38 Title. Title of person receiving inventory.

39 Date. Date inventory transferred.

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

1 **Compensation for Injury/Illness**

2 **Objective**

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

5 **Authorities**

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

9 **Responsibilities**

10 Incident agency responsibilities:

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

16 IMT responsibilities:

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

19 FSC responsibilities:

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

24 COMP or Compensation-for-Injury Specialist (INJR) responsibilities:

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

- 1 • Follow up on the status of hospitalized or medical evacuated incident personnel.
- 2 • Inform FSC and Safety Officer of injury/illness and trends occurring on the incident.

3 Supervisor responsibilities:

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

12 Employee responsibilities:

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

19 Home unit responsibilities:

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

25 **Federal Workers' Compensation**

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

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

34 **Coverage Under FECA**

35 Included in coverage are civilian federal employees of the United States including those under a
36 permanent, seasonal, temporary appointment, or casual hire. Those excluded from coverage include

1 contractors and employees of contractors, inmate crews and their custodians, National Guard mobilized
2 by a governor's order, active duty military personnel, and state and local government employees.

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

7 **Authorizing Medical Care**

- 8 • **Traumatic Injuries** – OWCP has authorized agencies to issue Authorization for Examination
9 and/or Treatment, CA-16, to medical facilities/providers authorizing medical treatment for work-
10 related traumatic injuries. This form can only be issued once by the agency and provides for
11 treatment up to 60 days, or until OWCP rules otherwise on the case. Issuance of the CA-16
12 allows the medical provider to refer the injured employee to specialists as necessary. CA-16
13 instructions direct the medical provider as to the type of treatment authorized and how to obtain
14 further authorization from OWCP if necessary. The FSC or COMP or other appropriate
15 authorizing official may issue the CA-16 (Exhibit 15). The authorizing official shall ensure the
16 U.S. DOL OWCP address is indicated in block 12 of the CA-16. This address is:
17 DFEC Central Mailroom, P.O. Box 8300, London, KY 40742-8300.

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

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

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

28 **Continuation of Pay (COP)**

- 29 • **Definition and Entitlement** – When a federal employee, including casuals, sustains a traumatic
30 injury, the employee files a CA-1 (Exhibit 13) and seeks medical treatment from a physician.
31 The individual may claim COP for any wage loss due to the injury. The intent of COP is to
32 avoid interruption of the employee's income while the claim is being adjudicated by OWCP. A
33 disability exists only when determined by the physician and time loss must be documented by
34 medical records for an individual to be eligible for COP.

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

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

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

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

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

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

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

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

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

25 To record COP, indicate "COP" in the Start/Stop columns. Note date and time of injury and return to
26 duty information in the Remarks block (Exhibit 18).

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

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

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

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

5 **Selection of Physician**

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

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

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

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

19 **Authority for APMC**

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

25 **APMC Coverage**

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

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

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

1 responsible to counsel the employee on the difference between APMC and OWCP treatment and
2 allow the employee to choose.

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

32 **Procedures to Establish APMC**

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

34 **Payment of APMC Costs**

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

37 **Procedures for Using APMC**

38 Medical Resource Request Number – A medical resource request number (M#) is assigned for treatment
39 under APMC. The M# is issued to the medical provider by the Finance/Administration Section.
40 Requests are numbered sequentially, prefixed by the resource category alpha code (e.g., M-1, M-2, M-

3). Each incident is assigned a unique incident/project order number. For example, MT-LNF-000076 stands for: Montana, Lolo National Forest. The “000076” is the sequential incident number. The medical resource request number consists of the incident order number, followed by the request number (e.g., MT-LNF-000076, M-1). This combination is referred to as an M#. One M# is issued to cover APMC treatment associated with a specific injury or illness.

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

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

All authorized services must be summarized an incident injury/illness log. The FSC/COMP provides a copy of the log to the incident agency to support payment for APMC and to facilitate follow up (Exhibit 17).

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

Procedures and Documentation Requirements for FECA or APMC

Traumatic Injury

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

Action Taken:

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

- 1 • Injured individual or individual acting on their behalf returns completed form to the COMP.
- 2 • COMP faxes and *provides original documentation to employee for submission to the home unit.*

3 **Occupational Disease/Illness**

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

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

7 Action Taken:

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

19 **Prescriptions**

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

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

28 **Fatality**

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

31 Forms Required:

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

35 Action Taken:

- 36 • COMP authorizes medical care, as appropriate under FECA regulation, utilizing the
37 *Authorization for Examination and/or Treatment, CA-16*, if employee is transported to medical
38 facility to be treated before death is declared.

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

11 Forms Distribution

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

20 The COMP:

- 21 • Uses the Incident Injury Case File Envelope, OF-313, to file injury forms, supporting
22 documentation, and medical treatment documentation. Forward the complete package to the
23 individual’s home unit upon demobilization of the individual (Exhibit 20).
- 24 • Completes an incident injury/illness log to document injuries/illnesses. The log may not contain
25 any Personally Identifiable Information (PII) (Exhibit 17).

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

30 State and Local Government Workers’ Compensation

31 State Workers’ Compensation Coverage

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

1 **Local Government Workers' Compensation**

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

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

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

12 **Exhibits**

13 [Exhibit 13 – Federal Employee's Notice of Traumatic Injury and Claim for Continuation of
14 Pay/Compensation, CA-1](#)

15 [Exhibit 14 – Notice of Occupational Disease and Claim for Compensation, CA-2](#)

16 [Exhibit 15 – Authorization for Examination and/or Treatment, CA-16](#)

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

18 [Exhibit 17 – Sample Incident Injury/Illness Log](#)

19 [Exhibit 18 – Incident Time Report, OF-288, showing COP for a regular government employee](#)

20 [Exhibit 19 – Incident Time Report, OF-288, showing COP for a casual employee](#)

21 [Exhibit 20 – Sample Incident Injury Case File Envelope, OF-313](#)

22 **Exhibit 13– Federal Employee's Notice of Traumatic Injury and Claim for Continuation of
23 Pay/Compensation, CA-1**

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

25 **Exhibit 14 – Notice of Occupational Disease and Claim for Compensation, CA-2**

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

1 Exhibit 15 – Authorization for Examination and/or Treatment, CA-16

Attachment 1

Authorization for Examination And/Or Treatment

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



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

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

PART A - AUTHORIZATION

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

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

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

4. Occupation
Forestry Tech

5. Description of Injury or Disease:
Rolled Right ankle

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

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

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

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

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

8. Signature of Authorizing Official:

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

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

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

12. Send one copy of your report:
**U.S. DEPARTMENT OF LABOR
DFEC CENTRAL MAILROOM
P.O. BOX 8300
LONDON, KY 40742-8300**

13. Name and Address of Employee's Place of Employment:
Department of Agency
US Forest Service
Bureau or Office
Albuquerque Service Center (ASC-HRM)
Local Address (including ZIP Code)
**4000 Masthead St. NE
Albuquerque NM, 87109**

Public Burden Statement

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

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE
Any duplication or reproduction of this form, to include via electronic means, is prohibited without the express written consent by OWCP.

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

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

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

USDA-Forest Service		FS 6100-16 (01/05)	
AGENCY PROVIDED MEDICAL CARE AUTHORIZATION AND MEDICAL REPORT (Physician or Medical Facility Form may be used for Medical Report) (Refer to FSH 5109.34, IIBMh Chptr 10, Section 15)			
Part A Authorization			
1. Medical Resource Request "M Number" MT-LNF-000076 M-2			
2. Procurement Identification (BPA/Field PO No., etc)			
3. Responsible Payment Unit Boise National Forest			
		3a. Job Code G9MJ	3b. Fund Code
4. Employee Name Tim Ruby		5. Social Security No. XXX-XX-XXXX	
4a. Occupation Firefighter			
6. Employing Agency Forest Service, Boise National Forest		8. Date of Injury 8/22/xxxx	
7. Home Unit and Address Boise National Forest 1275 Oakwood Road Boise, ID 87045		Send Bills To:	
9. Physician/Medical Facility: <u>Cascade Medical Center</u> <u>4720 Deer Lane</u> <u>Cascade, ID 88603</u>			
9a Description of Injury or Disease: Smoke Inhalation			
Please provide initial diagnosis and treatment medically necessary for injury/illness. Surgery, other than emergency, and/or hospitalization requires further authorization. Please complete the following medical report at the time of treatment and give to the employee for return to our office.			
10. Authorizing Signature (Agency Admin/Line Officer, FSC, or COMP) <i>Connie Camp</i> COMP		11. Date 8/22/xxxx	
Part B Attending Physician's Report			
1. Evaluation or Diagnosis: Smoke inhalation resulting in a bronchial infection			
2. Description of Treatment: Bronchial therapy and medication			
3. Medicine Prescribed and Potential Side Effects: 10 days antibiotic			
4. Work Restrictions (if any) and length of restrictions. Do not expose to smoke for 2 days – then can return to fireline duty. Can work in non-smoky environment			
4a. Total Disability: From: To:		4b. Employee is able to resume:	
Partial Disability: From: To:		(see Occupation above)	
		Light Work? Date:	
		Regular Work? Date: 8/25/xxxx	
5. Physician's Signature <i>Doctor's Signature</i>		6. Date 8/22/xxxx	

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

OVER

Employing Office Instructions

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

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

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

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

1. For lost time cases which occurred on the incident assignment or following the employee's return (and are supported by the attached medical documentation), but no further medical treatment is required, submit CA-1/CA-2 and the medical report from the medical provider to OWCP as part of the claim package. Provide explanation to OWCP that all medical services were paid by the Agency. Grant COP and provide form CA-3 to OWCP as appropriate in traumatic injury cases.
2. Where emergency surgery or hospitalization was provided by the medical facility in conjunction with APMC, submit CA-1/CA-2 and the medical reports to OWCP as outlined in item 1 above.
3. Where followup treatment is necessary or there is loss of wages, follow standard OWCP procedures. *This includes issuing CA-16 as appropriate to the physician of the employee's choice.* File the claim with your OWCP District Office.

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

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

Compensation Specialist Name	_____
Agency Unit Headquarters	_____
Phone Number	_____

1 **Exhibit 17 – Incident Injury/Illness Log**

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

1 Exhibit 18 – OF-288 Example with COP for a Regular Federal Employee

INCIDENT TIME REPORT															1. Hired At (e.g., ID-BOF)				
2. Employee Common Identifier					3. Type of Employment (X One) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other					4. Hiring Unit Name (e.g., Ranger District) Boise Ranger District									
5. Name (First, Middle, Last) Smokey Bear										6. Hiring Unit Phone Number (XXX) XXX-XXXX					7. Hiring Unit Fax Number (XXX) XXX-XXXX				
Column A					Column B					Column C					Column D				
8. Incident Name Warm Lake					8. Incident Name <input checked="" type="checkbox"/> A					8. Incident Name <input checked="" type="checkbox"/> A <input type="checkbox"/> B					8. Incident Name <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C				
9. Incident Order Number (e.g., ID-BOF-000123) ID-BOD-005161					9. Incident Order Number (e.g., ID-BOF-000123)					9. Incident Order Number (e.g., ID-BOF-000123)					9. Incident Order Number (e.g., ID-BOF-000123)				
10. Fire Code (e.g., B2C5) DXS9			11. Resource Request Number (e.g., O-33) C-2.10		10. Fire Code (e.g., B2C5)			11. Resource Request Number (e.g., O-33)		10. Fire Code (e.g., B2C5)			11. Resource Request Number (e.g., O-33)		10. Fire Code (e.g., B2C5)			11. Resource Request Number (e.g., O-33)	
12. Position Code (e.g., FFT2-T) FFT2		13. AD Class (e.g., B)	14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)	14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)	14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)	14. AD Rate \$	
15. Home/Hiring Unit Accounting Code DXS9					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code				
Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours
07	10	18:00	22:00	4.00	07	13	COP		0.00	07	14	09:00	13:00	4.00	07	18	09:00		T
07	11	07:00	21:00	14.00 H						07	14	14:00	16:00	2.00					
07	12	07:00	10:15	3.25 H						07	14	16:00	18:00	2.00					
07	12	GUARAN	TEE	0.00						07	15	07:00	21:00	14.00 H					
										07	16	06:00	20:00	14.00 H					
										07	17	07:00	13:00	6.00 H					
										07	17	14:00	20:00	6.00 H					
Year 20XX		16. Total Hours 21.25			Year 20XX		16. Total Hours			Year 20XX		16. Total Hours 48.00			Year 20XX		16. Total Hours		
In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel															17. Total Hours (all columns):		69.25		
18. Commissary and Travel															For Payment Center use only				
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)			18d. Reimbursement	18e. Deduction	18f. Firecode												
Total															20. Employee Signature <i>Smokey Bear</i>				
19. Remarks 7/12 Injured at 1015 Returned to duty at incident on 7/14															21. Time Officer Signature <i>Time Officer</i>				
NOTE: The above items are correct and proper for payment from available appropriations.																			

1 Exhibit 19 – OF-288 Example with COP for Casual Employee

INCIDENT TIME REPORT															1. Hired At (e.g., ID-BOF) ID-BOF									
2. Employee Common Identifier 999999999					3. Type of Employment (X One) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Federal <input type="checkbox"/> Other					4. Hiring Unit Name (e.g., Ranger District) Cascade Ranger District														
5. Name (First, Middle, Last) Jose Valdez										6. Hiring Unit Phone Number (XXX) XXX-XXXX					7. Hiring Unit Fax Number (XXX) XXX-XXXX									
Column A					Column B					Column C					Column D									
8. Incident Name Warm Lake					8. Incident Name					8. Incident Name					8. Incident Name									
9. Incident Order Number (e.g., ID-BOF-000123) ID-BOD-005161					9. Incident Order Number (e.g., ID-BOF-000123)					9. Incident Order Number (e.g., ID-BOF-000123)					9. Incident Order Number (e.g., ID-BOF-000123)									
10. Fire Code (e.g., B2C5) E9HZ		11. Resource Request Number (e.g., O-33) C-12.5			10. Fire Code (e.g., B2C5)		11. Resource Request Number (e.g., O-33)			10. Fire Code (e.g., B2C5)		11. Resource Request Number (e.g., O-33)			10. Fire Code (e.g., B2C5)		11. Resource Request Number (e.g., O-33)							
12. Position Code (e.g., FFT2-T) FFT2		13. AD Class (e.g., B) AD-C	14. AD Rate \$17.60		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)	14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)	14. AD Rate \$		12. Position Code (e.g., FFT2-T)		13. AD Class (e.g., B)	14. AD Rate \$						
15. Home/Hiring Unit Accounting Code E9HZ					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code					15. Home/Hiring Unit Accounting Code									
Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours	Mo	Day	Start	Stop	Hours					
08	01	20:00	24:00	4.00 T	08	04	GUARAN	TEE	6.50	08	05	COP		8.00	08	08	10:00	15:30	5.50 T					
08	02	00:01	01:30	1.50 T						08	06	COP		8.00										
08	02	18:00	24:00	6.00						08	07	COP		8.00										
08	02	GUARAN	TEE	0.50																				
08	03	00:01	08:00	8.00																				
08	03	20:00	24:00	4.00																				
08	04	00:01	01:30	1.50																				
Year	20XX		16. Total Hours		25.50	Year	20XX		16. Total Hours		6.50	Year	20XX		16. Total Hours		24.00	Year	20XX		16. Total Hours		5.50	
In the "hours" column, indicate "H" for hazard pay, "E" plus % for environmental differential, "T" for travel															17. Total Hours (all columns):					61.50				
18. Commissary and Travel															For Payment Center use only									
18a. Month	18b. Day	18c. Category (e.g., commissary, meals, lodging, mileage, medical, etc.)			18d. Reimbursement		18e. Deduction		18f. Firecode															
Total																								
19. Remarks Injured 8/4 at 0130															20. Employee Signature <i>Smokey Bear</i>									
															21. Time Officer Signature <i>Time Officer</i>									

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

1 Exhibit 20 – 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 [<input checked="" type="checkbox"/>]	FIRST AID ONLY []
INCIDENT/COMPLEX NAME <i>Warm Lake</i>	INCIDENT NUMBER <i>ID-BOD-005161</i>	UNIT LOG NUMBER <i>M-</i>		

CLAIMANT ASSIGNED TO: _____
(Crew Name or OH Section)

CLAIMANT'S HOME UNIT: *BLM Boise District Office*
(Agency)
3924 Development Ave.
(Address)

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

SUPERVISOR ON INCIDENT: *Laine Schwarberg*

SUPERVISOR'S HOME UNIT: *BLM Boise District Office*
(Agency)
3924 Development Ave.
(Address)

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

CHECK LIST FOR CASE FILES

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

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

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

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

7540-01-475-4309-50312-101 **INCIDENT INJURY CASE FILE ENVELOPE** Optional Form 313 (Rev. 4-2000)

1 Travel

2 Objective

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

5 Policy

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

8 Responsibilities

9 Home unit responsibilities:

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

11 Regular government employees, casuals, and cooperators responsibilities:

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

15 Incident agency responsibilities:

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

19 Travel Procedures

20 Incident Agency Requirements

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

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

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

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

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

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

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

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

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

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

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

Privately-Owned Vehicle (POV)

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

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

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

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

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

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

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

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

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

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

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

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

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

35 **Foreign Travel**

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

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

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

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

Chapter 20 – Acquisition

Objective

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

Authority

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

Delegations of Procurement Authority

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

Policy

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

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

Responsibilities

Incident agency responsibilities:

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

PROC responsibilities:

- Administer all financial matters pertaining to vendor agreements.
- Implement incident agency policy and ensure compliance with policy and procedures found in this publication.
- Supervise the Equipment Time Recorders (EQTR) and other procurement unit staff.

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

BUYT responsibilities:

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

Incident Requisitioning Procedures

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

Incident Agency Service and Supply Plan

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

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

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

1 Sources of Supply

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

4 National Cache System

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

8 General Services Administration (GSA)

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

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

21 Defense Logistics Agency (DLA)

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

26 National Contracts

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

- 31 • Airtanker services
- 32 • Type 1 and Type 2 helicopter services
- 33 • Aircraft services for transport and smokejumper transport
- 34 • Portable retardant base equipment rental
- 35 • Bulk retardant
- 36 • Type 2-IA National Crews
- 37 • Mobile Food and Shower Services. The administration of the *National Mobile Food and*
38 *National Mobile Shower Facilities* contracts is the joint responsibility of the USDA-FS-NIFC

1 Incident Support Branch and the using agency. A list of designated COTRs and Project
2 Inspectors for these two National Contracts is available electronically at
3 <https://www.fs.usda.gov/managing-land/fire/contracting>. The incident agency or IMT should
4 order a designated Contracting Officer's Technical Representative when additional contract
5 administration assistance is needed beyond the IMT's capabilities.

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

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

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

18 Reference <https://www.fs.usda.gov/managing-land/fire/contracting> for additional national contracts that
19 may be available for use.

20 **Acquisition Methods**

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

27 **Government Charge Cards and Convenience Checks**

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

37 **Land Use and Facility Rental Agreements**

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

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

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

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

20 **Equipment Rental**

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

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

28 **Ordering Equipment**

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

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

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

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

22 **General Guidelines for Equipment Hire**

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

- 24 ● Discuss the terms and conditions of the agreement with the contractor. Agreements should
25 specify exactly what is included in the rental rate.
- 26 ● Discuss by signing the agreement, the contractor agrees to comply with all the terms and
27 conditions and failure to do so will result in release from the incident and possible termination.
- 28 ● Emphasize federal, state, or local laws and regulations will apply regardless of the nature of the
29 emergency. These include but are not limited to:
 - 30 ○ State Workers’ Compensation Laws.
 - 31 ○ U.S. Department of Labor Service Contract Act.
 - 32 ○ Federal Motor Carrier Safety Regulations.
 - 33 ○ Fair Labor Standards Act (FLSA).
 - 34 ○ Occupational Safety and Health Administration (OSHA) Regulations.
- 35 ● Discuss current work/rest and length of assignment policies (reference Chapter 10).
- 36 ● For equipment hired with operator, discuss the contractor’s workers’ compensation obligations
37 and liability coverage (validate coverage with contractor documentation). If the contractor is
38 other than owner/operator (e.g., intends to hire operators as employees), and cannot document
39 workers’ compensation coverage the resource shall be declined, and another supplier utilized.

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

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

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

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

22 **Hiring Methods**

23 Most equipment should be obtained through a preseason competitive solicitation process. Follow
24 agency guidelines. Additionally, geographic areas should issue a supplement to establish standard
25 equipment rental rates, which reflect area costs, economics, and market conditions for equipment that is
26 not competitively solicited or is hired at an incident. Reference Exhibit 21 for Equipment and Method
27 of Hire National Standards.

28 **Incident-Only EERAs**

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

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

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

- 38 • It is recommended geographic areas utilize the standard 90% rate established to negotiate an
39 incident-only rate. The 90% reports can be found at
40 https://www.fs.fed.us/business/incident/viprreports.php?tab=tab_d.
- 41 • Call the geographic area contracting officer responsible for preseason equipment/services for
42 assistance for incident-only negotiated rates.

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

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

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

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

23 **Unique Items**

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

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

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

37 **Agency-Provided Commissary Requisitions**

38 TIME may resource order commissary items through the Logistics Section. Resource orders for
39 commissary items shall clearly state the items are for commissary. Resource orders for commissary
40 items specifically ordered for an individual shall contain individual's name, incident base, and home
41 unit, or crew name.

1 **Agency-Provided Commissary Acquisition**

2 The procurement official shall:

- 3 • Purchase commissary items separately from other items.
- 4 • Arrange with vendors for return of unused items.
- 5 • Ensure the purchase document is marked in accordance with 16 U.S.C. 557, “Commissary
6 purchase deductions have been (or will be) made from salaries.”
- 7 • Verify items received and complete Commissary Accountability Record, OF-284, (Exhibit 12) or
8 other appropriate documentation.
- 9 • Forward commissary items and the original plus one copy of the OF-284 to the incident Time
10 Unit.
- 11 • Maintain a file of OF-284s that have been accepted and signed by the TIME.

12 **Commissary Returns**

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

15 **Government Telephone Systems**

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

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

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

- 24 • Incident agency regulations govern installing additional telephones or increasing levels of
25 service on existing systems to accommodate authorized personal calls. Federal Regulations
26 regarding telephones are set forth in Part 201-21.6 of the Federal Information Resources
27 Management Regulations, the FTR, and specific agency regulations. Adding phones or
28 increasing the existing system capabilities to allow for calls of a personal nature is prohibited.
- 29 • Government telephones may be made available to contractors for conducting emergency incident
30 business. All calls by contractors shall be at the contractors' expense, either by credit card or
31 collect.
- 32 • Cell phones and satellite phones may be obtained on a no-cost basis through special programs
33 from cell phone providers.

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

35 Contract personnel may not utilize APMC services.

36 **Subsistence and Lodging Provisions**

37 Subsistence and lodging are normally provided to incident personnel.

- 1 • Food at Official Duty Station. This is considered a personal expense, and the regulation
2 prohibits receiving compensation in addition to the pay and allowances fixed by law (5 U.S.C.
3 5536). Federal funds cannot be used to pay subsistence or to provide food to regular government
4 employees at their official duty station or casuals working at their point of hire, except as stated
5 below. Similar state regulations may apply to state personnel.
- 6 • Conditions to Provide Food at Official Duty Station. Agencies may provide meals to personnel
7 at their official duty station at government expense during emergency operations which pose a
8 threat to life and property, if **both** of the following conditions are met:
 - 9 ○ Emergency personnel are in the field engaged in emergency operations (e.g., search and
10 rescue, firefighting activities – fireline personnel), **and**
 - 11 ○ The operational period prevents personnel from taking meals at home or in the normal
12 office/work station environment.

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

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

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

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

25 In addition to the fruit and liquid supplements, candy bars and energy bars may be provided to
26 supplement those included in sack lunches. The objective is to provide for an average of 1,000
27 kilocalories of solid supplements per firefighter per day. For additional information regarding firefighter
28 nutrition refer to <https://www.nwcg.gov/sites/default/files/memos/eb-m-16-010a.pdf>.

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

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

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

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

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

3 **Military**

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

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

13 **Water**

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

17 **Awards**

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

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

21 **EERA and IBPA Administration**

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

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

31 **Ordering**

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

- 33 • Specify conditions of hire (e.g., number of operators, contractor or government-provided
34 operator and/or supplies, equipment ordered).
- 35 • Inform contractor where and when to report, and location of inspection site.
- 36 • Negotiate point of hire and time of hire. For most contracted resources, the time under hire shall
37 start at the time the resource begins traveling to the incident after being ordered by the
38 government, and end at the estimated time of arrival back to the point of hire after being
39 released. For some contracted resources (e.g. Tents/Canopy) the time under hire shall start when

1 the resource is set up and operational and end after the resource is released. The point and time
2 of hire are significant for determining when payment begins and ends. The agreement will
3 provide details of the point and time of hire applicable to that resource.

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

9 **Inspections**

10 At the time of hire, contracted equipment must be inspected using the Vehicle/Heavy Equipment Pre-
11 Use Inspection Checklist, OF-296, (Exhibit 24). Contract compliance inspections may be performed at
12 the discretion of the Government using Contract Compliance Inspection Checklists or other appropriate
13 forms. A resource can be determined to be noncompliant if the equipment, personnel, company, or
14 service does not meet the requirement of the agreement. The IMT is responsible for administration of
15 the agreement and maintaining documentation in the resource file for compliance issues and
16 administrative decisions/actions. The person authorized to place the order with the vendor must
17 coordinate with the agency-identified inspector to complete the pre-use inspection. The IMT is
18 responsible to ensure adequate inspections are completed for all contracted equipment arriving at the
19 incident.

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

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

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

31 **Documentation**

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

- 35 • Incident Blanket Purchase Agreement (IBPA), SF-1449. Documents the terms and conditions of
36 the preseason rental of the contractor's equipment.
- 37 • Emergency Equipment Rental Agreement (EERA), OF-294. Documents the agreement with the
38 contractor and sets forth the terms and conditions of rental. Procurement officers, with delegated
39 authority, are authorized to enter into agreements with contractors for the rental of equipment
40 (Exhibit 23).

- 1 • Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296. Documents the overall
2 mechanical condition of the equipment and ensures the equipment is suitable for incident use.
3 This form is completed and signed by a qualified agency representative and the contractor
4 (Exhibit 24).
- 5 • Contract Compliance Inspection Checklist. Documents the contracted equipment meets the
6 specifications of the agreement. This form is completed and signed by a qualified agency
7 representative and the contractor.
- 8 • Emergency Equipment Shift Ticket, OF-297. Documents daily equipment use and will be used
9 to post equipment time to the Emergency Equipment Use Invoice. Special circumstances should
10 be documented (e.g., transport retention, dual operators). This document, which includes time of
11 actual work, ordered standby, compensable travel, or breakdown periods, is completed by the
12 incident representative responsible for managing the equipment, signed by both the contractor
13 and incident representative, and forwarded to the Finance/Administration Section. The EQTR
14 posts this information to the invoice and initials the shift ticket to ensure the posting has been
15 accomplished. (Exhibit 25).
- 16 • Emergency Equipment Use Invoice, OF-286. Documents the daily use from shift tickets, shows
17 additions or deductions, and calculates the payment due. This form is completed and signed by
18 the appropriate incident official and the contractor. The FSC, PROC (PROC), or other
19 designated official is responsible for ensuring the OF-286 is posted accurately from the
20 Emergency Equipment Shift Ticket, and the correct rates of pay from the EERA (OF-294) or
21 IBPA (SF-1449), have been calculated and entered correctly (Exhibit 26). In lieu of the OF-286,
22 an original commercial vendor invoice with authorizing government official signature may be
23 used. Signatures shall be legible.
- 24 • Emergency Equipment Fuel and Oil Issue, OF-304. This may be utilized in the event that a fuel
25 vendor cannot accept credit cards, logistical support, or when an agency fuel truck is available.
26 Documents quantities of fuel, oil, or other operating supplies provided by the incident. The
27 Ground Support Unit Leader coordinates with the Finance section to establish procedures for
28 tracking fuel, oil, and other operating supplies/services. The OF-304 is completed by the issuing
29 agent and signed by both the issuing agent and receiving agent. In lieu of the OF-304, a log with
30 authorizing government official signature may be used for documentation. Signatures shall be
31 legible. The deductions are posted on *the* Emergency Equipment Use Invoice, OF-286,
32 (Exhibit 27).
- 33 • Other Supporting Documents. Other documents relating to the rental of equipment include:
34 ○ Resource Order form
35 ○ Commissary Issue Record, OF-287
36 ○ Agency-provided repairs, parts, and supply invoices
37 ○ Contract claim documentation
38 ○ Incident Time Report, OF-288
39 ○ Performance evaluations
- 40 • Emergency Equipment Rental-Use Envelope, OF-305. This envelope consolidates all above
41 forms and any other documents relating to the EERA or IBPA.

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

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

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

8 **Forms Distribution**

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

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

- 13 • Contractor.
- 14 • Ordering office (incident agency).
- 15 • Payment office (original invoice, signed in other than black ink).
- 16 • Incident Finance Package, (Exhibit 41).

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

- 19 • Pink to payment office (original legible signature).
- 20 • Blue to incident finance package.
- 21 • Goldenrod to Contractor.
- 22 • White remains in the book.

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

- 25 • Pink to payment office (original legible signature).
- 26 • Second Pink is used for documenting the deduction on the receiving resource's invoice for fuel,
27 oil, or supplies.
- 28 • Blue to incident finance package.
- 29 • Goldenrod to Contractor.
- 30 • Green is issued to individual receiving the products.
- 31 • White remains in the book.

32 **Equipment Release**

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

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

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

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

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

When agency equipment is released, the Incident Demobilization Vehicle Safety Inspection (ICS 212) may be used (Exhibit 30).

Contract Claims

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

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

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

- 2 • Incident personnel shall not advise, comment, or solicit a contractor's claim.
- 3 • While there is no specific form on which to file a claim, the claim must be in writing and include
4 the following:
 - 5 ○ Claimants complete name, mailing address, and phone number.
 - 6 ○ Legible signature of the equipment owner or legal representative.
 - 7 ○ Claimant's statement of facts concerning the damage.
 - 8 ○ Claimant's itemized listing of the amount claimed, including estimated values of equipment
9 before damage.
 - 10 ○ Witness statements if available.
- 11 • Incident personnel managing the equipment are responsible for documenting the damage and
12 initiating the investigation. The extent of the investigation should be appropriate to the
13 complexity and/or amount claimed. The investigator shall avoid conclusions and opinions and
14 shall only present observations and facts. The investigation report should include the following
15 items:
 - 16 ○ Description of the damage and circumstances leading to the damage; including location of
17 the area, sequence of events, weather, and road conditions.
 - 18 ○ Law enforcement investigation report if applicable.
 - 19 ○ List of witnesses and statements.
 - 20 ○ Sketches, maps, diagrams, or photographs of the scene or equipment.
- 21 • Incident personnel having knowledge of potential claims should provide information to the
22 PROC or contracting officer.
- 23 • Incident personnel sign and record the date the claim was received. This is the only information
24 entered. Incident personnel may not complete any information for the claimant.
- 25 • Claims may be submitted to the PROC, incident agency, or contracting officer. The claim does
26 not have to be completed at the incident. Contractors intending to file a claim should so note in
27 block 22 of the Emergency Equipment Use Invoice, OF-286, to protect the right to file.

28 **EERA and IBPA Claims Settlement**

- 29 • EERA claims can be settled by the original signing procurement officer or successor at the
30 incident, including, PROCs, buying team members, buying team leaders, and contracting officers
31 with the appropriate procurement authority. *IBPA claims should be settled by the original*
32 *signing procurement officer unless given written authorization.*

33 **Payments**

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

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

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

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

7 **Emergency Equipment Rental Agreement (EERA) and Incident Blanket Purchase Agreement** 8 **(IBPA)**

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

- 12 • Documented proof the equipment was ordered in accordance with agency procedures. If the
13 order originates through an automated resource ordering system, the resource order number is
14 required. A detailed report from the automated system may be requested at a later date for audit
15 purposes (Exhibit 23). If the order does not originate through an automated system, then a copy
16 of the *Resource Order* is necessary.
- 17 • Copy of the Emergency Equipment Rental Agreement (EERA), OF-294 or Incident Blanket
18 Purchase Agreement (IBPA), SF-1449.
- 19 • Original Emergency Equipment Shift Tickets, OF-297, vendor provided daily work sheet, or
20 other documents provided by incident.
- 21 • Original Emergency Equipment Use Invoice, OF-286, or original commercial vendor invoice
22 (indicate incident name, number, resource order number, agreement number, and government
23 representative signature).
- 24 • Emergency Equipment Fuel and Oil Issue, OF-304, (if deductions are made) or a log with
25 approving official legible signature included.
- 26 • Copy of the Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296, or other
27 appropriate form.
- 28 • Repair orders, commissary issues, findings and determinations for claims, and any other
29 documents supporting additions or deductions to the payment.

30 **National Contracts**

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

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

1 Exhibits

2 [Exhibit 21– Equipment and Method of Hire National Standards](#)

3 [Exhibit 22 - Sample Report from Automated Dispatch System](#)

4 [Exhibit 23 – Emergency Equipment Rental Agreement, OF-294](#)

5 [Exhibit 24 – Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296](#)

6 [Exhibit 25 – Emergency Equipment Shift Ticket, OF-297](#)

7 [Exhibit 26 – Emergency Equipment Use Invoice, OF-286](#)

8 [Exhibit 27 – Emergency Equipment Fuel and Oil Issue, OF-304](#)

9 [Exhibit 28 – Emergency Equipment Rental Use Envelope, OF-305](#)

10 [Exhibit 29 – Solicitation/Contract/Order for Commercial Items, SF-1449](#)

11 [Exhibit 30 – Incident Demobilization Vehicle Safety Inspection, ICS-212](#)

12 [Exhibit 31 – Commercial Rental/Service Envelope](#)

13 [Exhibit 32a – *Emergency Facilities & Land Use Agreement*, PMS 902-2](#)

14 [Exhibit 32b – Emergency Facilities & Land Use Agreements Checklist and General Guidance](#)

1 **Exhibit 21 – Equipment and Method of Hire National Standards**

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

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Backhoe	Rubber-tired tractor with bucket		Daily Wet With operator	S	N
Bus, Coach	Bus with comfortable seats for longer travel	47-person minimum capacity Compliant with state and federal DOT Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33 Driver and all operating supplies A/C	Mileage or minimum daily guarantee, whichever is greater. With one operator Wet	S	N
Bus, Crew Carrier	School type bus with seat belts	22-person minimum capacity + tools/equipment Compliant with state and federal DOT. Driver and all operating supplies Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33 Max age 1999 and include seatbelts Refer to national solicitation template for minimum specifications. (Crew Carrier Bus)	Mileage or minimum daily guarantee, whichever is greater. With one operator Wet	S	N
Bus, Shuttle	Van Chassis, 18-32 Passengers	18-person capacity minimum A/C Compliant with state and federal DOT. Driver and all operating supplies Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33	Mileage or minimum daily guarantee, whichever is greater with operator Wet	S	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Chainsaw Repair Service	On-site chainsaw repair	Specify provisions for reimbursement of parts	Daily Wet With operator	S	N
Chipper	Woodchipper	Type 1 – 18-inch minimum diameter capacity Type 2 – 13–17-inch diameter capacity Type 3 – 9–12-inch maximum diameter capacity All types must be equipped with an in-feed mechanism that operates in forward, reverse, and stop modes. Specify: self-propelled or tow-behind Optional: Boom feed if required. Reference national solicitation template for minimum specifications (Chipper).	Daily Wet With 2 operators Rate includes service and/or tow vehicle	S/D	N
Computer	Computer, associated equipment, and networking	Categories: GIS iPad Laptop Network Equipment Other Computer Peripherals Printer Specify software requirements and compatibility Verify regional procedures for rental, there may be specific sources identified.	Weekly / Monthly	N/A	Y
Copier	Paper copier, black and white, or color	May need: Collator/Sorter, Stapler. Specify delivery costs.	Weekly / Monthly Plus rate per copy	N/A	Y
Crash Rescue (Aircraft)	Aircraft Rescue and Firefighting (ARFF) Apparatus	Consult with air operations personnel for equipment requirements. May reference national solicitation template (Water Handling) for language.	Daily Wet With 3 operators	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Dozer	Crawler Tractor with dozer blade	Type 1 – Min. 240+ HP + 60,000lbs min base weight Type 2 – Min. 150 - 250 HP + 35,000lbs min base weight Type 3 – Min. 99 - 165 HP + 20,000lbs min base weight Type 4 – Min. 50 -110 HP + 10,000 lbs min base weight Reference national solicitation template for minimum specifications (Heavy Equipment).	Daily, plus mileage rate for Mob and Demob (Transport) Wet With operator Rate includes service vehicle	S/D	N
Engine		Type 3 – 150 GPM at 250 PSI, 500 + Gal Type 4 – 50 GPM at 100 PSI, 750 + Gal Type 5 – 50 GPM at 100 PSI, 400 + Gal Type 6 – 50 GPM at 100 PSI, 150 + Gal Reference national solicitation template for minimum specifications (Types 3 - 6) (Water Handling). All NWCG standards must be met.	Daily Wet With operator NWCG standard is T3 – 3 operators T4 – 7 = + 2 operators Additional operators may be ordered	S/D	N
Excavator	Crawler mounted hydraulic excavators	Type 1 – 160+ HP + 50,000 lbs min base weight Type 2 – 111+ HP + 30,000 lbs min base weight Type 3 – 81+ HP + 20,000 lbs min base weight Type 4 – 60+ HP + 15,000 lbs min base weight Reference national solicitation template for minimum specifications (Heavy Equipment). Mandatory hydraulic thumb or clamshell.	Daily, plus mileage rate for Mob and Demob (Transport) Wet With operator Rate includes service vehicle	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Faller, Module	2 Faller Units (2 qualified fallers, 2 saws per faller, and 4-wheel drive/ all-wheel drive transportation)	2 saws (per faller): min 67 cc saw w/ 30 in. bar; spark arrester, and chainbrake required per faller Refer to National solicitation template for faller qualifications. (Faller Module)	Daily Wet Rate includes vehicle	S	N
Faller, Single	(Basic, Intermediate, or Advanced) 1 Faller Unit (qualified faller, 2 saws, 4-wheel drive/ all-wheel drive transportation)	2 saws: min 67 cc saw w/ 30 in. bar, spark arrester, and chain brake required per faller Refer to National solicitation template for faller qualifications. (Faller Module)	Daily Wet Rate includes vehicle	S	N
Feller Buncher	Machine to fall and cut trees	Type 1 – 226 HP and greater Type 2 – 160 HP to 225 HP Specify Tracked or Rubber Tired (wheels) & cutting capacity needed Reference national solicitation template for minimum specifications (Misc. Heavy Equipment).	Daily, plus mileage rate for Mob and Demob (Transport) Wet With operator	S/D	N
Food Service, Catering	For catered meals (mobile) in quantities under the minimum order for the NIFC national contract. These are other than the national contracts	a.k.a. Mobile Field Kitchen (reference national contract meal specifications)	Per meal (breakfast, lunch, dinner) Plus mileage Plus relocation fee (only if applicable)	N/A	Y
Forklift		Consider commercial rental contract/credit card; Regular or All Terrain	Daily / Weekly Without Operator	N/A	Y
Forwarder	Like a truck. Off-road rubber tired, articulated machine with log bunks used to move logs	Type 1 – Minimum 14 ton Type 2 – Minimum 8 ton Ordering options: With/without tracks	Daily, Plus Delivery/Pick-up fee Wet With Operator	S	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Fuel Tender	Fuel truck used as a fuel station at incidents	<p>Gas – Unleaded/Diesel/Lubricant</p> <p>Vendor’s fuel price can be negotiated at time of hire and should reflect all applicable taxes and rounded to the nearest whole cent. Fuel price adjustments should be negotiated with CO. Vendor must accept credit cards at the incident. Vendor should be capable of logging usage via Fuel/Oil Issue or a spreadsheet.</p> <p>Type 1 – 3,501+ gallons Type 2 – 2,501 - 3,500 gallons Type 3 – 500 - 2,500 gallons</p> <p>Reference national solicitation template (Fuel Tender) for minimum specifications.</p>	<p>Daily Rate</p> <p>Wet</p> <p>With operator</p>	S/D	N
Generator	Portable electricity generator	<p>Consider commercial contract/credit card; Specify minimum KW; consider distribution cables and supplies needed</p>	<p>Daily / Weekly / Monthly</p> <p>Dry</p> <p>Without Operator</p>	N/A	Y
Gray Water Truck		<p>Type 1 – 4,000+ gal Type 2 – 2500-3999 gal Type 3 – 1000-2499 gal Type 4 – 400-999 gal</p> <p>Must comply with state and local laws</p> <p>Refer to the national solicitation template specifications. (Potable Water/Gray Water/Handwash Station)</p>	<p>Daily</p> <p>Wet</p> <p>With operator</p> <p>Contractor must pay own permit fees</p> <p>Contractor reimbursed for disposal fees unless the Government provides a disposal site</p>	S	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Handwash Station, Portable	Plastic sink units with foot pump	Consider commercial rental contract/credit card; Single or multiple sink units.	Daily Plus service charge (specify frequency of service) and mileage	N/A	Y
Handwash Station, Trailer Mounted	Self-contained trailers with hot and cold water, soap, and supplies	Type 1 – 12+ sinks Type 2 – 8-11 sinks Untyped – 7 or less sinks Refer to national solicitation template (Potable water truck/Gray water truck/Handwash Station Trailer Mounted) for additional specifications.	Daily With operator Rate includes servicing	N/A	Y
Laundry, Mobile	Complete laundry unit	Type 1 – Minimum production capability 2,500 lbs per day Type 2 – Minimum production capability 1,500 lbs per day Refer to national solicitation template (Mobile Laundry) for additional specifications	Daily Plus mileage for Mob/Demob Plus rate per pound Wet	N/A	N/A

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Masticator, a.k.a. Mulcher or slash buster	Machine for grinding vegetation Same equipment as an excavator with a different boom attachment	Tracked or Rubber tired mounted typing based on dozer HP Boom mounted typing Type 1 Min 160 HP and Min Operating Weight 50,000 lbs Type 2 Min 111 HP and Min Operating Weight 30,000 lbs Type 3 Min 81 HP and Min Operating Weight 20,000 lbs Type 4 Min 60 HP and Min Operating Weight 15,000 lbs	Daily, plus mileage rate for Mob and Demob (Transport) Wet With operator Rate includes a service vehicle	S/D	N
Mechanic with Service Truck		Two categories: Light Automotive and Truck OR Heavy Equipment Specify provisions for reimbursement of parts Refer to the national solicitation template specifications (Mechanic w/ Service Truck)	Daily Wet With operator	S	N
Emergency Medical Technician (EMT)/ Paramedic	Line-qualified with medical kit and transportation	EERA should specify who will pay for restocking consumables used, transportation, and state specific qualifications. Personnel swap out should not be compensated by the incident.	Daily plus mileage (if vehicle is vendor provided) With operator	S	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Potable Water Truck	Provides drinking water	Type 1 – 4,000 + gal Type 2 – 2,500-3,999 gal Type 3 – 1,000-2,499 gal Type 4 – 400-999 gal Must meet state and local certification requirements Government may provide potable water or reimburse fees. Reference national solicitation for minimum specifications (Potable & Gray Water Truck/Handwash Station)	Daily Wet With operator	S/D	N
Pumper Cat	A crawler tractor with dozer blade, tank, and pump	Type 1 – Minimum 200+ HP, 500+ gal Type 2 – Minimum 100-199 HP, 325-499 gal Type 3 – Minimum 60-99 HP, 200-324 gal All Types: Pump rating – 30 gpm @ 70 psi Reference national solicitation template (Heavy Equipment w/ Water) for minimum specifications.	Daily Plus mileage rate for Mob/Demob (Transport) Wet With operator	S/D	N
Road Grader	Used for road maintenance or rehabilitation	Type 1 – 165+ HP Type 2 – 120 - 164 HP 12-foot mold board minimum Reference National Solicitation for minimum specifications (Misc. Heavy Equipment)	Daily Wet With operator Plus mileage rate for Mob/Demob (Transport)	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Skidder	Used for moving logs	Type 1 – 176+ HP Type 2 – 100-175 HP Type 3 – 60-99 HP Can be ordered with different grapple configurations or with winch line Reference national solicitation template for minimum specifications (Misc. Heavy Equipment).	Daily, plus mileage rate for Mob and Demob (Transport) Wet With operator	S/D	N
Skidgine	A rubber-tired skidder with a tank and pump	Type 1 – 176+ HP, 50 gpm @ 100 psi, 1,200 + gal Type 2 – 75-175 HP, 50 gpm @ 100 psi, 800-1,199 gal Type 3 – 100 + HP, 30 gpm @ 70psi, 400-799 gal Type 4 – 60-99 HP, 30 gpm @ 70psi, 200-399 gal Reference national solicitation template (Heavy Equipment w/ Water) for minimum specifications.	Daily, plus mileage rate for Mob and Demob (Transport) Wet With operator	S/D	N
Softtrack	A carrier equipped with tracks that conform to varying ground conditions and is equipped with a tank and pump	Type 1 – (600+ Gal, min 170 HP) Pump Capacity: 30 gpm @ 70 psi 12 mph minimum speed on level ground Reference national solicitation template (Heavy Equipment w/Water) for minimum specifications	Daily Plus mileage rate for Mob/Demob Wet With operator	S/D	N
Tank, Portable (Water Storage)	Self-standing storage tank, PUP, dip tank, etc.	Specify gallon requirements.	Daily / Weekly / Monthly	N/A	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Tent / Canopy	<p>Tent (synonymous with yurt): Fully enclosed area for personnel. Complete package including all equipment and on-site support to provide a contained space with insulated walls, insulated ceiling, flooring, temperature control, power source, power distribution, outlets, and lighting.</p> <p>Optional Items: Vestibule connector, screen walls, divider walls.</p> <p>Canopy: Free standing shelter that provides cover from elements overhead, does not require climate control, power outlets, lighting, or generator/power source. Optional Items; side walls, screen walls, divider walls.</p>	<p>Tent:</p> <p>Type 1 – 1001-1300 ft2</p> <p>Type 2 – 701-1000 ft2</p> <p>Type 3 – 501-700 ft2</p> <p>Type 4 – 200-500 ft2</p> <p>Canopy:</p> <p>Type 1 – 2201-3200 ft2</p> <p>Type 2 – 1400-2200 ft2</p> <p>Type 4 – 200-500 sq. ft.</p> <p>A/C generator insulation floor optional</p> <p>Reference national solicitation template for minimum specifications. (Tent)</p>	<p>Daily rate not including additional items if ordered.</p> <p>Mileage rate paid for delivery/pick up</p>	N/A	Y
Toilet, Portable		<p>Regular portable</p> <p>ADA compliant</p> <p>Establish servicing requirements</p>	<p>Daily</p> <p>Additional fees for servicing and relocation</p>	N/A	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Tractor – Plow		Type 1 – Min. 240 HP and greater + 60,000 lbs min base weight Type 2 – Min. 150 HP – 250 HP + 35,000 lbs min base weight Type 3 – Min. 99 HP – 165 HP + 20,000 lbs min base weight Type 4 – Min. 50 HP – 110 HP + 10,000 lbs min base weight Reference national solicitation for minimum specifications (Heavy Equipment)	Daily Wet With operator	S/D	N
Trailer, Clerical Support	Clerical support for copying, scanning, faxing, etc.	Includes photocopier, scanner, fax machine, printer, plotter, etc. Internet Reference national solicitations for minimum specifications (Clerical Support Unit)	Daily / Weekly / Monthly With operator Plus rate per copy	N/A	Y
Trailer – Communications	Trailer equipped with programmable radios	Refer to national solicitation template for specifications (Communications Trailer)	Daily / Weekly / Monthly Wet With operator	N/A	Y
Trailer – GIS	Mobile unit for providing GIS services	Reference national solicitation template for specifications. (GIS Unit)	Daily / Weekly / Monthly Wet With operator	N/A	Y
Trailer – Helicopter Operations Support	Mobile unit to support helicopter operations	Refer to national solicitation template for specifications. (Helicopter Operations Support Trailer)	Daily / Weekly / Monthly Wet With operator	N/A	Y

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Trailer-Mobile Office	Vacant job shack type trailer with HVAC and steps	These are also available through GSA Schedules	Monthly Mob/Demob Without operator	N/A	Y
Trailer-Mobile Sleeper Unit	Mobile unit to provide sleeping accommodations	Move in/Move out cost included in daily rate. Specify number of beds needed.	Daily Wet With operator(s)	N/A	Y
Transportation – Vehicle, All Terrain (ATV)		Categories: Single Seat (ATV) Side by Side with bed (UTV) Helmets may need to be included in rental. Consult local unit for specifications and approval to rent.	Daily/Weekly/Monthly Dry Without Operator	N/A	Y
Transportation, Boat		Must meet U.S. Coast Guard and State requirements	Daily Wet With operator	S	N
Transportation, Golf Cart	Small, powered cart		Daily / Weekly / Monthly Dry Without operator	N/A	Y
Transportation, Lowboy	Heavy equipment transport, including tractor & trailer	Type 1 – rated at loads over 70,000 lbs Type 2 – rated at loads 35,001 to 69,999 Type 3 – rated at loads up to 35,000 lbs. (Reference: Heavy Equipment, Heavy Equipment w/ Water, Misc. Heavy Equipment IBPA template.)	Mileage or minimum daily guarantee Wet With operator (Reduce rate to 65% if operator also operates the equipment being hauled)	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Transportation, Pack String	Horse or mule pack team	May require vendor to provide certified weed free hay for pack string.	Daily With packer/ wrangler	S	N
Transportation, Rental Vehicle	From a rental vehicle company Can also utilize NERV, GSAs, RSVP, or STR Programs	Categories: Automobile Truck, Flatbed Pickup (4x4) Truck, Stakeside Pickup (4x2) Van, Box Sport Utility Vehicle Van, Passenger Specify 4X4 or 4X2	Daily Dry Without operator	N/A	Y
Transportation, Vehicle w/ Driver	From owner/ operators	Categories: Automobile Pickup (4x4 or 4X2) Sport Utility Vehicle (4X4 or 4X2) Truck, Flatbed Truck, Stakeside Van, Passenger Refer to the national solicitation template for minimum specifications. (Vehicle with Driver)	Daily Plus mileage Wet With operator	S	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Truck, Gray Water		Type 1 – 4,000+ gal Type 2 – 2,500-3,999 gal Type 3 – 1,000-2,499 gal Type 4 – 400-999 gal Must comply with state and local laws Refer to the national solicitation template specifications. (Potable Water/Gray Water/Handwash Station)	Daily Wet With operator Contractor must pay own permit fees Contractor reimbursed for disposal fees unless the Government provides a disposal site	S	N
Truck/Trailer – Refrigeration	Refrigeration Truck	Categories: Refrigeration Truck Refrigeration Trailer Type 1 – 43+ ft., Type 2 – 29-42 ft., Type 3 – 24 ft. Stairs Included Also available on GSA Schedule	Daily / Weekly / Monthly Plus mobilization cost No operator Dry	N/A	Y
Water Tender – Support	Used in a support role as a fire engine refill unit or for dust abatement.	Type 1 – 4,000 + gal / 300gpm @ 50 psi Type 2 – 2,500-3,999 gal / 200gpm @50 psi Type 3 – 1,000-2,499 gal / 200gpm @50 psi With spray bars All NWCG standards must be met. Reference national solicitation for minimum specifications (Water Handling)	Daily Wet With operator	S/D	N

Equipment Name	Description	Equipment Specification and Typing	Method of Hire	Shift	24-Hr Day
Water Tender – Tactical	Used for direct fire suppression missions.	Type 1 – 2,000+ gal / 250 gpm @150 psi Type 2 – 1,000-1,999 gal / 250 gpm @ 150 Operator must meet fireline qualifications All NWCG standards must be met. Reference national solicitation for minimum specifications (Water Handling)	Daily Wet With 2 operators	S/D	N
Weed Washing Units	Self-contained unit for washing vehicles and equipment	With Recycling Water System Refer to national solicitation template for additional specifications Weed Washing Unit	Daily Wet With operator(s)	S	N

1 **Exhibit 22 – Sample Report from Automated Dispatch System**

RESOURCE ORDER	Initial Date/Time	2. Incident / Project Name				3. Incident / Project	Financial Codes
EQUIPMENT	03-12-2021 1342 MST	Pine				MT-MCD-000021	ABC1 [P] PNABC1 (1522)
5. Descriptive Location 13 miles SE of Miles City, MT		6. TWN	RNG	SEC	Base MDM	4. Office Reference Number	9. Jurisdiction / Agency
		9N	46E	SN50	Montana, MT	210001	Miles City Field Office
		LAT. 46° 33' 56" N			8. Incident Base / Phone Number		
		LONG. 105° 57' 55" W			MCC Dispatch 406-233-2900 MCC Email mtrmccc@firenet.gov		
10. Ordering Office Miles City Interagency Dispatch Center							
11. Aircraft Information							
Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards
343.88°	9	HTN		Air to Air	MCC2 A/A 133.5150	RAP	
348.43°	11	MLS		Air to Ground	MCC2 A/G 13 167.4250	MLS	
42.80°	29	FOR		GroundToGround	Miles City Direct RX: 165.1000, TX: 169.6210 108.8	BIL	
				Repeater	USFS Home Creek RX: 170.4125, TX 163.9125 142.2		

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
E-1	2021-03-12 1357 MST	MCC Dispatch 406-233-2 900	MT-MCC	1	Dozer, Type Any	2021-03-13 0700 MST	MT-MCD-2100 01	MT-MCC	MT-MCC	2021-03-12 1410 MST	MT-MCD	DoRight Construction Dozer 31	M	2021-03-12 1900 MST	2021-03-12 2130 MST	2021-03-15 1230 MST	MT-MCD
Travel mode G		Financial Code ABC1	Named Request		Special needs				Navigation/Reporting Instructions Highway 101 to mile marker 42, then turn South onto County Road 2375 for 2.5 miles to ICP.								
E-2	2021-03-12 1417 MST	MCC Dispatch 406-233-2 900	MT-MCC	1	Engine, Type 6	2021-03-12 2000 MST	MT-MCD-2100 01	MT-MCC	MT-GFC	2021-03-12 1421 MST	MT-HNF	John Doe Enterprises Engine 696	M	2021-03-12 1600 MST	2021-03-12 2000 MST	2021-03-15 0700 MST	MT-HNF
Travel mode G		Financial Code ABC1	Named Request		Special needs Resource needs foam capability.				Navigation/Reporting Instructions Highway 101 to mile marker 42, then turn South onto County Road 2375 for 2.5 miles to ICP.								
E-3	2021-03-12 1425 MST	MCC Dispatch 406-233-2 900	MT-MCC	1	Tender, Water (Support), Type 2	2021-03-12 2000 MST	MT-MCD-2100 01	MT-MCC	MT-MCC	2021-03-12 1428 MST	MT-MCD	DoRight Construction Water Tender 24	M	2021-03-12 1500 MST	2021-03-12 1700 MST	2021-03-15 0800 MST	MT-MCD
Travel mode G		Financial Code ABC1	Named Request		Special needs Double shifted - requires two operators.				Navigation/Reporting Instructions Highway 101 to mile marker 42, then turn South onto County Road 2375 for 2.5 miles to ICP.								

2
3 **Exhibit 23 – Emergency Equipment Rental Agreement (EERA), OF-294**

4 General Clauses to Form OF-294 can be found at: [https://www.gsa.gov/forms-library/emergency-](https://www.gsa.gov/forms-library/emergency-equipment-rental-agreement)
5 [equipment-rental-agreement](https://www.gsa.gov/forms-library/emergency-equipment-rental-agreement).

6 General Clauses to Form OF-294 can be found at:
7 <https://www.nwcg.gov/sites/default/files/publications/ibc-eera-clauses.pdf>.

1 Exhibit 24 – Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296

VEHICLE/HEAVY EQUIPMENT PRE-USE INSPECTION CHECKLIST

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

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

Contractor _____
Resource Order No. _____

* Safety Item—Do not accept until brought into compliance.
 † Include information for additional operators in REMARKS section.
 SEE SUPPLEMENTAL INFORMATION ON BACKSIDE OF CONTRACTOR COPY
 7540-01-120-0607 Printed on recycled paper FINANCE COPY – PRE-USE OPTIONAL FORM 296 (REV. 6-2015) 50296-103
 PREVIOUS EDITION NOT USABLE

Section IV - Transport and Support Vehicles

Motor vehicle parts and accessories must be in Safe Operating Condition At All Times, FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) as prescribed by U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).

REJECT IF: Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

2. Gauges and Lights (393.82, 393.11)

- Speedometer inoperative.
- All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

3. Seat Belts (393.93)

- Any driver or right outboard seat belt missing or inoperative.

4. Glass and Mirrors (393.60, 393.80)

- Any discoloration not applied by the manufacturer for reduction of glare.
- Any windshield crack over 1/4" wide.
- Any crack less than 1/4" wide that intersects with any other crack.
- Any damage 3/4" or greater in diameter.
- Any 2 damaged areas closer than 3" to each other.
- Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- Any required mirror broken.

5. Wipers and Horn (393.78, 393.81)

- Wiper blade(s) fail to clean windshield within 1" of windshield sides.
- Horn missing, inoperative or fails to give adequate/reliable warning signal.

10. Fuel System (393.65, 393.67)

- Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- Visible leak at any point.
- Fuel tank cap missing.

14. Steering (393.209)

- Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- Steering lash not within parameters, see chart in FMCSA 393.209.
- Steering column is not secure.
- Steering system; any U-joint worn, faulty or repaired by welding.
- Steering gear box is loose, cracked or missing mounting bolts.
- Pitman arm is loose, or has any welded repairs.
- Power Steering; any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- Any fluid leaks, fluid reservoir not full.

15. Brakes (393.40-393.55)

- Brake system has any deficiencies as described in FMCSA.
- Brake system has any missing, loose, broken, out of adjustment or worn out components.
- Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- Brake system has any air or fluid leaks.

18. Suspension Systems (393.207)

- Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- Any leaf spring cracked, broken, missing or shifted out of position.
- Adjustable axle assemblies with locking pins missing or not engaged.

20. Exhaust (393.83)

- Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part of the vehicle.
- Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 8" for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit).
- Any leak at any point forward of or directly below the driver and/or sleeper compartment.

21. Frame (393.201)

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

22. Tires and Wheels (393.75, 393.205)

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

24. Emergency Equipment (393.95)

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

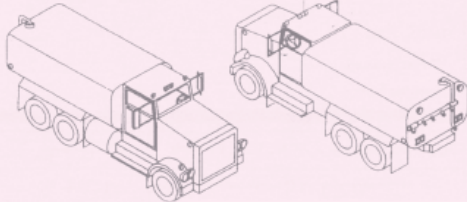
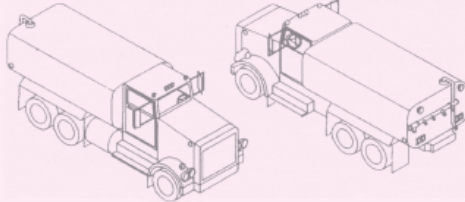
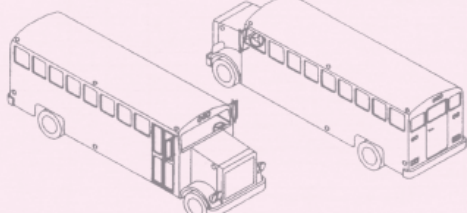
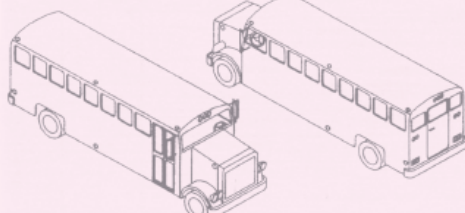
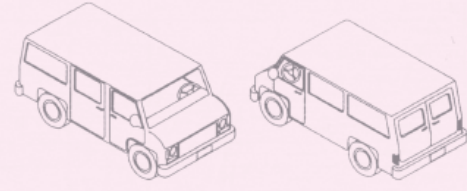
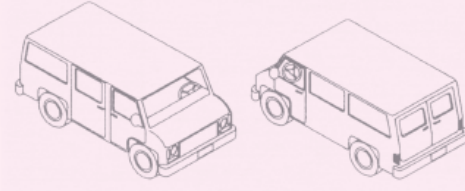
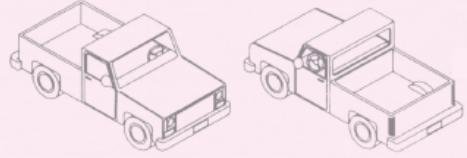
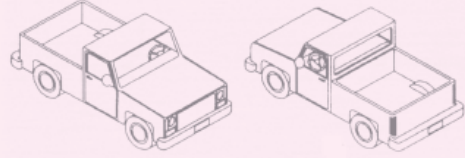
25. License (383.23, 391.41)

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

IN ADDITION TO THE ABOVE:

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

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

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

OPTIONAL FORM 300

1 **Form Use and Distribution**

2 Pre-Use Inspection

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

14 Release

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

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

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

1 Exhibit 25 – Emergency Equipment Shift Ticket, OF-297

EMERGENCY EQUIPMENT SHIFT TICKET					
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections					
1. AGREEMENT NUMBER <i>DFE-07-0592</i>			2. CONTRACTOR (name) <i>Do-Right Construction</i>		
3. INCIDENT OR PROJECT NAME <i>Big Fire</i>		4. INCIDENT NUMBER <i>ID-IFD-01235</i>	5. OPERATOR (name) <i>Peter Pulaski</i>		
6. EQUIPMENT MAKE <i>CAT</i>		7. EQUIPMENT MODEL <i>D6</i>	8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
9. SERIAL NUMBER <i>47A13625</i>		10. LICENSE NUMBER	11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
12. DATE MO/DAY/YR	13. EQUIPMENT USE				14. REMARKS
	START	STOP	HOURS/DAY/MILE: (circle one)		
			WORK	SPECIAL	
<i>7/22/xx</i>	<i>1300</i>	<i>1700</i>	<i>4</i>		
<i>7/22/xx</i>	<i>1730</i>	<i>2000</i>	<i>2.5</i>		15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
16. INVOICE POSTED BY			(Recorder's initials)		
17. CONTRACTORS OR AUTHORIZED AGENT'S SIGNATURE <i>Peter Pulaski</i>			18. GOVERNMENT OFFICER'S SIGNATURE <i>Justin Govt</i>		19. DATE SIGNED <i>7/22/xx</i>
NSN 7540-01-119-5628 50297-102			OPTIONAL FORM 297 (7-90) USDA/USDI		

FINANCE
 CONTRACTOR
 EQUIPMENT TIME RECORDER
 ORDERING OFFICE FILE COPY (RETAIN IN BOOK)

- 2 Instructions for completing the Emergency Equipment Shift Ticket, OF-297 can be found:
 3 <https://www.nwcg.gov/committees/incident-business-committee/training-courses>.

1 Exhibit 26 – Emergency Equipment Use Invoice, OF-286

EMERGENCY EQUIPMENT - USE INVOICE

PAGE ___ OF ___

1. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085			2. INCIDENT OR PROJECT NAME Bad Bear MT-LNF-000056		
b. EIN/SSN:			3. AGREEMENT NUMBER (from OF-294) AG-03K0-P-15-5295		
5. EQUIPMENT OR ANIMALS (list make, model, SN, etc.) Dozer, Caterpillar D6C Serial Number 47A19652			4. EFFECTIVE DATES OF AGREEMENT a. beginning 5/1/XX b. ending End of Incident		
6. POINT OF HIRE (location when hired) Nampa, ID			7. DATE OF HIRE 8/5/XX		
8. TIME OF HIRE 600			9. INCIDENT UNIT FOR PAYMENT USDA Forest Service Albuquerque Service Center Incident Finance Branch 101 B Sun Avenue NE Albuquerque, NM 87109		
10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)			11. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
12. RESOURCE ORDER NUMBER E-1			13. YEAR 2 MO DA		
14. WORK OR DAILY RATE a. UNITS WORKED (MI/HR/DA) b. RATE c. AMOUNT			15. SPECIAL RATE a. UNITS WORKED (MI/HR/DA) b. RATE c. AMOUNT		
16. TOTAL AMOUNT EARNED (14C + 15C)			17. GUARANTEE		
18. AMOUNT (COLUMN 16 OR 17 WHICHEVER IS GREATER)			19. CHARGE CODE P4B7CK (0402)		
20. OBJECT CODE			21. EQUIPMENT WAS: <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: 8/6/XX TIME: 1600		
22. REMARKS (list number and types of attachments): \$322.05 Deduction for fuel Equipment was released in same condition as hired			23. GROSS AMOUNT DUE 3068.00		
24. ITEM 23 FROM PREVIOUS PAGE			25. TOTAL AMOUNT DUE 3068.00		
26. DEDUCTIONS (attach statement) -322.05			27. ADDITIONS (attach statement)		
28. NET AMOUNT DUE 2745.95			29. Note: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS SPECIFIED IN "REMARKS" BLOCK 22.		
30. CONTRACTOR'S SIGNATURE <i>Duddley DoRight</i>			31. DATE 8/6/XX		
32. RECEIVING OFFICER'S SIGNATURE <i>Clock Watcher</i>			33. DATE 8/6/XX		
34. PRINT NAME AND TITLE Duddley DoRight, Owner			35. PRINT NAME AND TITLE Clock Watcher, EQTR		

NSN 7540-01-120-4062 50286-103

FINANCE

OPTIONAL FORM 286 (REV. 1-00) USDA/USDI

Instructions for completing the Emergency Equipment Use Invoice, OF-286, can be found: <https://www.nwcg.gov/committees/incident-business-committee/training-courses>.

Exhibit 27 – 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-03KO-C-X-9295		TYPE OF EQUIPMENT Caterpillar Dozer D6C		LICENSE OR IDENTIFICATION NUMBER		
COMMODITY (CIRCLE APPROPRIATE ITEMS)			QUANTITY	UNIT	UNIT PRICE	AMOUNT
REGULAR GAS UNLEADED GAS DIESEL			95	Gal	3.39	322.05
OIL OTHER (specify)						
DATE AND TIME ISSUED 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	
NSN 7540-01-317-7366 50304-101				OPTIONAL FORM 304 (7-90) USDA/USDI		

FINANCE ATTACH TO ISSUING AGENT'S OF-286
 FINANCE ATTACH TO RECEIVING AGENT'S OF-286
 EQUIPMENT TIME RECORDER
 ISSUING AGENT
 RECEIVING AGENT'S COPY
 ORDERING OFFICE FILE COPY

Instructions for form completion:

1. Incident Name. Enter the incident name.
2. Owner of Equipment. If government owned, enter the agency and home unit. If contractor owned, enter the contractor's name as shown in block 4 of the EERA or block 17a of the IBPA. Enter the contractor's resource order number.
3. Agreement Number. If contractor owned, enter the agreement number from block 2 of the EERA or the IBPA. If government owned, enter the request number.
4. Type of Equipment. If contractor owned, enter data from block 9 of the EERA or the Schedule of Items or Resource Category form of the IBPA.
5. License or Identification Number. Enter serial number and/or license number of contractor's equipment. If government owned, enter identification number such as license number, serial number, or other identification number of the equipment.
6. Commodity. Identify the commodity provided.
7. Quantity. Enter the quantity provided.
8. Unit. Enter the unit of measure for the commodity provided.
9. Unit Price. Enter the unit price (obtained from the PROC or BUYL) for the commodity provided.
10. Amount. The amount equal to the unit price (block 9) times the quantity (block 7).
11. Oil/Other. Enter any other products provided and compute extensions.
12. Date and Time Issued. Enter date and time issued.
13. Remarks. Enter pertinent remarks.
14. Total. Enter total (commodity total plus oil/other total).
15. Signatures. The issuing agent and receiving agent signs, dates, and prints name and title at the time of issue.
16. Posted to Equipment Invoice. The individual posting the deduction to the invoice initials and dates.

- 1 **Exhibit 28 – Emergency Equipment Rental-Use Envelope, OF-305**
- 2 <https://www.gsa.gov/forms-library/emergency-equipment-rental-use-envelope>

REQUEST #:	EMERGENCY EQUIPMENT RENTAL USE ENVELOPE		REQUEST #: _____								
	CONTRACTOR _____										
	INCIDENT NUMBER	ORDERED BY									
	ARRIVED AT MOBILIZATION POINT/ICP										
	Date	Time	Location								
	OPERATOR(S)										
	RESOURCE										
	Type	Size	Number (VIN, serial #)								
	DATE RELEASED	TIME RELEASED									
	CONTRACTOR NAME:	FORMS:									
<input type="checkbox"/> AGREEMENT (OF-294 EERA, IBPA, ETC.) <input type="checkbox"/> OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (PRE-USE) <input type="checkbox"/> OF-297 EMERGENCY EQUIPMENT SHIFT TICKET(S) <input type="checkbox"/> OF-286 EMERGENCY EQUIPMENT USE INVOICE <input type="checkbox"/> OF-288 EMERGENCY INCIDENT TIME REPORT (IF APPLICABLE) <input type="checkbox"/> COMMISSARY ISSUES (IF APPLICABLE) <input type="checkbox"/> OF-304 EMERGENCY EQUIPMENT FUEL AND OIL ISSUE (IF APPLICABLE) <input type="checkbox"/> OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (POST-USE) <input type="checkbox"/> RESOURCE ORDER <input type="checkbox"/> GENERAL MESSAGES / OTHER DOCUMENTATION											
<i>All forms are included in this envelope. All signatures have been obtained and the enclosed invoice is complete and ready for payment. All fuel, oil, parts, and commissary issues have been posted.</i>											
<table style="width: 100%; border: none;"> <tr> <td style="width: 45%; border: none;">EQUIPMENT TIME RECORDER</td> <td style="width: 10%; border: none;">DATE</td> <td style="width: 45%; border: none;">FINANCE SECTION CHIEF OR PROC</td> <td style="width: 10%; border: none;">DATE</td> </tr> <tr> <td style="border: none;">PHONE #: _____</td> <td style="border: none;">_____</td> <td style="border: none;">PHONE # _____</td> <td style="border: none;">_____</td> </tr> </table>			EQUIPMENT TIME RECORDER	DATE	FINANCE SECTION CHIEF OR PROC	DATE	PHONE #: _____	_____	PHONE # _____	_____	
EQUIPMENT TIME RECORDER		DATE	FINANCE SECTION CHIEF OR PROC	DATE							
PHONE #: _____		_____	PHONE # _____	_____							
ADMINISTRATIVE OFFICE FOR PAYMENT											
Office name: _____											
FORWARDED FOR PAYMENT:											
Date: _____											
Batch #: _____											
INTERIM PAYMENTS:											
Date: _____ Amt: _____ Batch # _____											
Date: _____ Amt: _____ Batch # _____											
EQTR/PROC ongoing review:											
Initials: _____ Date: _____											
CLAIM PENDING											
Ensure findings & determination documents are included (if available).											
Initials: _____ Date: _____											

NSN 7540-01-317-7367
50305-102

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

- 3 **Exhibit 29 – Solicitation / Contract/Order for Commercial Items, SF-1449**
- 4 <https://www.gsa.gov/forms-library/solicitationcontractorder-commercial-items>
- 5 **Exhibit 30 – Incident Demobilization Vehicle Safety Inspection (ICS-212)**
- 6 <https://www.nwecg.gov/publications/ics-forms>

1 **Exhibit 31 – Commercial Rental/Service Envelope**

COMMERCIAL RENTAL/SERVICE ENVELOPE
PAID BY BUYING TEAM
(COST CAPTURED ON BUYING TEAM SPREADSHEET)

VENDOR:		PHONE NO: POC:		
INCIDENT NAME:		INCIDENT NO:		
RESOURCE ORDER NO.	DESCRIPTION	INCIDENT LOCATION	EST ARRIVAL DATE	DATE RELEASED
BUYER:		BUYING TEAM NAME:		

RETURN THIS ENVELOPE TO THE BUYING TEAM WHEN EQUIPMENT IS RELEASED. Enclose all pertinent documents including:
 ___commercial rental agreement
 ___resource order(s)
 ___ shift ticket(s)
 () only one shift ticket required with beginning and ending date for rental period for each RO.
 () shift ticket required for each day of rental
 ___signed delivery tickets from vendor
 ___other documentation pertaining to this order

NFES 002113

NWCG-IBC Test Form (1/2014)

2 **Exhibit 32a – Emergency Facilities & Land Use Agreement, PMS 902-2**

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

4 **Exhibit 32b – Emergency Facilities & Land Use Agreement Checklists and General Guidance**

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

Chapter 30 – Property Management

Objective

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

Responsibilities

AA responsibilities:

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

BUYL responsibilities:

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

IC responsibilities:

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

Supply Unit Leader (SPUL) responsibilities:

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

Supervisor responsibilities:

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

Incident personnel responsibilities:

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

Property Management Program Procedures

An effective incident property management program should include the following:

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

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

5 **Incident Base Security/Storage**

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

11 **Property Receipting Procedures**

12 Property and supplies may be furnished from various sources and reports of receipt must be made to the
13 incident agency. Shipments are generally accompanied by a packing list, bill of lading, or other
14 shipping document. The Supply Unit must verify items shipped are received and must, in all cases, note
15 shortages, overages, and damages and share this information with BUYT personnel or others as
16 necessary. When shipments are not accompanied by documents, the receiving unit must inventory and
17 acknowledge receipt on the Interagency Incident Waybill, OF-316 (Exhibit 33) or appropriate document.
18 Any information available from shipping containers or persons making delivery must also be noted.

19 From Government Sources of Supply:

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

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

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

38 **Identification**

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

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

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

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

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

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

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

19 **Property Accountability Controls**

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

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

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

- 26 • Issues to Personnel – The transfer of all durable and accountable property must be recorded at
27 the time of issue. The Interagency Incident Waybill, OF-316 (Exhibit 33) or approved
28 automated application may be used.
- 29 • Transfers Between Personnel – To transfer assigned property to another person on the incident,
30 obtain and record the name of the individual to whom the property is being transferred, notify
31 their supervisor, and give to the SPUL.
- 32 • Transfers Between Crews – To transfer a large quantity of property between crews, the crew
33 supervisor shall ensure an accurate accounting of property is made, names of individuals
34 accepting the property are recorded, and notification of the transfer is given to the SPUL.
- 35 • Transfers Between Incidents – When property is transferred directly from one incident to
36 another, the SPUL will document all items to be released. The documentation should
37 consolidate groupings of similar items (e.g., supplies, equipment), and must include the
38 following:
 - 39 ○ NFES number
 - 40 ○ Item Number

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

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

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

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

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

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

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

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

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

- 12 • Contractor Property – Contractor owned property (e.g., hose, fittings, personal protective
13 equipment [PPE], tents) may not be replaced through incident supply. The contractor must
14 document damaged or lost property and submit the claim through the PROC or Contracting
15 Officer (COR) for a determination. Do not issue an Incident Replacement Requisition, OF-315
16 to a contractor.
- 17 • Employee Owned Property – Employee claims from regular federal government employees and
18 federal casualties are covered under the Military Personnel and Civilian Employees Claims Act
19 (reference Chapter 70). Claims from state and local government employees are covered under
20 applicable state regulations.

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

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

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

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

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

39 **Clearance and Demobilization Procedures**

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

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

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

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

16 **Donations**

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

- 19 • **Designated or Conditional** – are gifts, the acceptance of which is conditioned on adherence by
20 the recipient to specific terms for the use and disposition of the gift that are set by the donor.
21 These are for a specific purpose and are received for work within the agency's mission, these
22 may be accepted. Designated donations received for work outside the agency's mission may not
23 be accepted without the approval of the Designated agency Official. Examples of designated/
24 conditional donations that may be accepted include monetary gifts for the maintenance of a
25 specific campground, if the monetary donation is a general request for "planting more trees" that
26 would have to be accepted by the Designated Agency Official.
27 These types of donations typically do not apply during incident response activities.
- 28 • **Undesignated or Unconditional** – are gifts for which the donor has established no specific
29 terms for use or disposition by the recipient. The line officer/ IC may accept these items on the
30 agency's behalf. Examples include water, ice, sports drinks, and supply type items like lumber.

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

34 For more agency-specific information see USDA DR 5200-003 Gift Acceptance Policy (Dated
35 01/04/2018); BLM 1105- Donations, Solicitation, and Fundraising (Public) (dated 11/19/2019); and
36 NPS Director's Order #21: Donations and Philanthropic Partnerships.

37 **Disposition of excess consumable supplies:**

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

1 **Recycling at Incident Base**

2 Federal Executive Order No. 12873 requires federal agencies to promote cost-effective waste reduction
3 and recycling of reusable materials for wastes generated by federal government activities. Public Law
4 103-329, (H.R. 4539), Sec. 608 authorizes all federal agencies to receive and use funds resulting from
5 the sale of materials recovered through recycling or waste prevention programs.

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

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

10 Initiating recycling could include the following steps:

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

20 **Exhibits**

21 [Exhibit 33 – Interagency Incident Waybill, OF-316](#)

22 [Exhibit 34 – Buying Team Incident Waybill, PMS 902-1](#)

23 [Exhibit 35 – Incident Replacement Requisition, OF-315](#)

24 [Exhibit 36 – Property Loss or Damage Report Fire Suppression, OF-289](#)

1 **Exhibit 33 – Interagency Incident Waybill, OF-316**

Date	Time	INTERAGENCY INCIDENT WAYBILL			Page 1 of __
SHIPPED TO			SHIPPED FROM		
Incident name			Carrier/Driver name:		
Incident number			Vehicle number	Trlr number	
Accounting/mgmt Code			Pieces	Weight	
Contact name/phone			ETD	ETA	
HAZARDOUS MATERIALS DECLARATION					
Identification Number	Proper Shipping Name	Hazard Class	Packing Group	Total Quantity	
This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.					
Signature of Shipper		Chemtrec: 1-800-424-9300		Emergency Response Phone Number	
Item #	NFES #	Quantity	U/I	Item Description	Property Number
Received by (signature)		Position Title			Date/Time

NFES 1472 Original: Shipper COPIES: RECIPIENT, PACKING LIST, OPTIONAL OPTIONAL FORM 316 (05-2013)

1 The completion of this form:

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

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

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

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

9 Incident Name: Name of the incident.

10 Incident Number: Do not forget the state identifier.

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

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

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

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

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

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

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

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

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

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

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

26 NFES Number: National Fire Equipment System assigned number.

27 QTY: Quantity

28 U/I: Unit of Issue

29 Item of Description: Name of the item.

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

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

1 **Exhibit 34 – *Buying Team Incident Waybill*, PMS 902-1**

2 <https://www.nwcg.gov/publications/902-1-1>

3 **Exhibit 35 – Incident Replacement Requisition, OF-315**

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

5 **Exhibit 36 – Property Loss or Damage Report Fire Suppression, OF-289**

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

Chapter 40– Incident Business Management Coordination

Objective

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

Responsibilities

Incident Agency responsibilities:

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

IMT responsibilities:

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

Incident Agency Coordination

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

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

- Identification of the IBA or other agency personnel with administrative/fiscal oversight responsibilities. The IBA works under the direct supervision of the AA and in coordination with the IMT. The primary duty of the IBA is to provide the AA or their delegate with an overview of incident management business practices, make recommendations for improvements, and facilitate communication with the IMT and other resources assigned in support of the incident. An IBA Field Reference can be found on the IBC web page found at: https://www.nwcg.gov/sites/default/files/ibc_field_reference_guide.pdf
- Names with office and cell phone numbers of incident agency contacts for each function (Compensation/Claims, Time, Procurement, Property, and Cost). These contacts should be prepared to meet with IMT members to discuss agency-specific policies and procedures. Written policy and procedures should be made available to the IMT.
- Availability of, or need for, acquisition and fiscal support (e.g., BUYT, APT, and the requirements of each).
- Written guidelines regarding final incident package requirements and performance standards. Incident Finance Package (IFP) requirements should be provided to the IMT at the initial briefing to establish the documentation process for the incident. IFP guidelines can be found in the exhibits at the end of the chapter. These guidelines should be supplemented to meet the specific needs of the incident agency.

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

24 **IMT Coordination**

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

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

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

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

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

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

6 **BUYT Coordination**

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

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

12 The BUYL coordinates with the incident agency, expanded dispatch, and the IMT to ensure goods and
13 services are purchased in accordance with incident agency policy. The BUYL maintains proper
14 documentation in accordance with the Interagency Buying Team Guide,
15 <https://www.nwccg.gov/sites/default/files/committee/docs/ibc-interagency-buying-team-guide.pdf>, and
16 incident agency requirements. BUYTs maintain a log and report the purchase of accountable property to
17 the incident agency.

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

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

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

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

29 The APT communicates payment package, audit, and processing requirements to the FSC, BUYT, and
30 incident agency administrative staff.

31 **Incident Information Technology Coordination**

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

35 It is the responsibility of the Incident Technology Support Specialist (ITSS) or the person filling the
36 incident information technology role to adhere to agency policy regarding incident security standards.
37 Incident agencies may provide additional information technology (IT) direction in written form to IMTs
38 to further define security policies and standards in order to maintain IT security controls at the incident
39 site, meet operational requirements to support the incident, and protect the confidentiality, integrity, and
40 availability of electronic data. In addition to incident security standards, individuals will adhere to their
41 home unit IT policies on equipment provided by their agency. Standard practices should include, but are

1 not limited to: prohibited password sharing, prohibiting unauthorized use of computer systems, adhering
2 to the proper use of the internet. All users of the incident computer system will be held accountable for
3 any unauthorized or inappropriate activity that occurs on a computer under their login credentials.

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

10 When e-ISuite is used on an incident the IMT is required to upload the e-ISuite database to the National
11 Data Repository (reference instructions at <https://famit.nwcg.gov/applications/eisuite> and provide an
12 electronic version to the incident agency in the final incident package with the necessary passwords.

13 The incident agency maintains this copy as the official database. IMT members and incident personnel
14 will not take any database copies with them when leaving the incident. The AA is responsible to ensure
15 the IMT has complied with this requirement prior to release of the team.

16 **Other Team Coordination**

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

22 **Exhibits**

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

24 [Exhibit 38 – Commissary Incident Finance Package Guidelines](#)

25 [Exhibit 39 – Compensation/Claims Unit Incident Finance Package Guidelines](#)

26 [Exhibit 40 – Procurement Unit Incident Finance Package Guidelines](#)

27 [Exhibit 41 – Cost Unit Incident Finance Package Guidelines](#)

Exhibit 37 – Time Unit Incident Finance Package Guidelines

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

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

Exhibit 38 – Commissary Incident Finance Package Guidelines

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

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

Exhibit 39 – Compensation/Claims Unit Incident Finance Package Guidelines

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

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

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

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

Exhibit 40 – Procurement Unit Incident Finance Package Guidelines

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

1. Written narrative documenting actions and decisions of the PROC, Contracting Officer, and/or Procurement Officer.
2. Equipment Files – Utilize the Emergency Equipment Rental-Use Envelope, OF-305, file alphabetically. Identify follow up needed and provide recommendations for solutions. Identify partial payments made on the equipment envelope. Individual OF-305 shall include:
 - a. Applicable agreement
 - b. Vehicle/Heavy Equipment Pre-Use Inspection Checklist, OF-296
 - c. Emergency Equipment Shift Tickets, OF-297 (in chronological order)
 - d. Emergency Equipment Use Invoice, OF-286, completed and signed
 - e. Emergency Equipment Fuel and Oil Issues, OF-304
 - f. Resource Order

- 1 g. Commissary Issue Records, OF-287
- 2 h. Other deduction/reimbursement documentation (e.g., agency-provided repair/parts invoices)
- 3 i. Documentation of existing or potential contract claims
- 4 j. Follow up required
- 5 k. Copy of contractor performance evaluations

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

- 9 3. Documentation of all land use and other agreements has been entered into by the IMT.
10 Documentation shall include:
 - 11 a. Original agreement
 - 12 b. Pre-use and final inspection
 - 13 c. Release from liability, if applicable
 - 14 d. Pictures, statements, etc.
 - 15 e. Identify follow up needed and provide recommendation for resolution
- 16 4. Documentation of all purchases made by the incident personnel (e.g., agency charge card or
17 convenience check purchases).
- 18 5. Equipment payment transmittal documentation.

19 **Exhibit 41 – Cost Unit Incident Finance Package Guidelines**

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

- 22 1. Written narrative documenting actions and decisions of the Cost Unit Leader (COST).
- 23 2. Written documentation on all outstanding items, unresolved issues, problems, etc. Include
24 recommendations for resolution.
- 25 3. Original cost reports showing daily cost estimate by major categories (personnel, equipment,
26 aircraft, etc.).
- 27 4. Original daily cost estimates with supporting documentation. Sort chronologically.
- 28 5. Originals of cost analysis and cost savings measures.
- 29 6. Copies of accrual reports submitted to the incident agency, if applicable.
- 30 7. Other documentation including computer-generated reports, graphs, and printouts.
- 31 8. Copies of cost share agreements.
- 32 9. Cost projections as appropriate.

Chapter 50– Interagency Cooperative Relations

Objective

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

Responsibilities

Incident agency responsibilities:

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

IMT responsibilities:

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

FSC responsibilities:

- Know the provisions in the agreements have a bearing on incident business management and related record keeping.

Formal Agreements

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

Agreements Between U.S. Government Agencies

The requesting or lead agency is responsible to distribute copies, as necessary, or provide copies of nationwide agreements (e.g., FAA Air Traffic Control Services and NWS Incident Meteorological and Related Services) to the National Interagency Coordination Center (NICC) for inclusion as reference materials on the NICC website, <https://www.nifc.gov/nicc/logistics/references.htm>, or other appropriate distribution method.

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

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

1 Disaster Relief & Emergency Assistance Act. The interagency agreement facilitates the exchange of
2 personnel, equipment (including aircraft), supplies, services, and funds among the federal agencies. A
3 copy of this agreement can be found at <https://www.nifc.gov/nicc/logistics/references.htm>.

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

10 **Agreements with Tribes**

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

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

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

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

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

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

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

38 **Agreements with Foreign Government Entities**

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

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

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

6 **State Fire Management Assistance**

7 **Authority**

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

13 **Process**

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

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

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

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

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

40 IMTs should consider the following:

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

12 **Military Involvement**

13 **Authority**

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

19 **Responsibility**

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

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

26 **Modular Airborne Fire Fighting System (MAFFS)**

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

29 **Military Costs and Billings**

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

1 **Chapter 60 – Accident Investigation and Reporting**

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

5 For injury reporting requirements, reference Chapter 10.

6 For the Motor Vehicle Accident Report, SF-91, and the Statement of Witness, SF-94, reference Chapter
7 70.

Chapter 70 – Claims

Objective

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

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

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

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

Authorities

Claims may be processed under authority of the following:

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

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

Non-Tort Act of May 27, 1930 (Property Damage) (16 USC 574) – This Act authorizes the Secretary of Agriculture to reimburse private property owners for damage or destruction caused by United States employees in connection with the protection, administration, and improvement of the National Forest. The Act provides a maximum amount payable of \$2,500. This statute provides relief only when the United States inflicts damage on others in protecting, administering, or improving the National Forest. It is not intended to pay for damages incident to actions taken primarily to meet the needs of the private owner in relief from the same threat or situation facing government property (e.g., extinguishing fires which threaten private property). In order to apply this Act, there must be no negligence on the part of the federal government and damage cannot be due to the sole protection of private property. If either of these two conditions exists, the claim cannot be allowed under this Act and must be considered under the Federal Tort Claims Act. Only appropriately designated officials have authority to settle claims under this Act.

Military Personnel and Civilian Employees Claims Act (31 USC 3721.) – Federal regular government employees, volunteers, and casualties may file claims for loss of or damage to personal property, provided possession of the property was reasonable, useful, and proper under the circumstances, and the loss or damage occurred incident to the individuals service. Normally, human resource program enrollees, contractors or employees of contractors, employees of cooperators, state employees or inmates assigned to incidents are not covered under this Act. Interagency agreements should provide that each agency process claims of its own personnel. Only specific individuals have the authority to settle claims under this Act.

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

3 **Responsibilities**

4 AA responsibilities:

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

10 IC responsibilities:

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

14 FSC responsibilities:

- 15 • Initiate an investigation of each claim.
- 16 • Provide recommendations for each claim (approve or deny), along with a statement explaining
17 the basis for the recommendation to the incident agency.
- 18 • Coordinate with the Safety Officer, other section chiefs, and other incident personnel to ensure
19 all required forms, information, and documentation are obtained.

20 COMP or CLMS responsibilities:

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

27 Incident personnel responsibilities:

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

30 Supervisor responsibilities:

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

32 Safety Officer responsibilities:

- 33 • Coordinate investigations.

34 Contracting Officer responsibilities:

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

Claimant responsibilities:

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

Claims Investigations

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

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

If a motor vehicle accident occurs on public roads it will be investigated by the appropriate law enforcement agencies and in accordance with jurisdictional agency policy. The Motor Vehicle Accident Report, SF-91, and the Statement of Witness, SF-94 (Exhibits 42 and 43), may be used to document motor vehicle accidents.

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

Claims Filing

A claim shall be deemed to have been presented when an incident agency, home unit, or other designated office receives written notification, accompanied by a claim for money damages in sum certain (for a specific amount) from a claimant, or his/her duly authorized agent or legal representative. Claims may be presented on a Claim for Damage, Injury, or Death, SF-95, for tort claims, agency-specific form for employee claims, or in other written form such as a letter (Exhibit 44).

Contract Claims

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

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

Tort Claims

The Claim for Damage, Injury, or Death form, SF-95 (Exhibit 44) or other written document, should be provided when requested, when a person states a desire to file a claim, or when a person expresses the opinion that some compensation should be made. The SF-95 should not be volunteered as a routine matter of business.

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

1 **Claim Documentation Requirements**

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

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

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

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

28 **Incident Procedures – Tort Claims**

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

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

1 Incident personnel may not:

- 2 • Comment on the merits of a claim
- 3 • Comment on the liability of the incident agency or the private party
- 4 • Advise a claimant to, or not to, seek legal counsel
- 5 • Refuse to accept a claim
- 6 • Advise anyone to file a claim

7 The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on
8 the incident Claims Log (Exhibit 47). The Compensation/Claims Unit will include all available incident
9 information pertaining to the claim in the claims package (e.g., investigation reports, photographs,
10 witness statements).

11 Tort claim documentation can be filed in the Incident Claims Case File Envelope, OF-314 (Exhibit 48).
12 An additional copy will be retained in the Incident Finance Package (Exhibit 40). Distribute claims
13 documents in accordance with incident agency procedures.

14 **Non-Tort Claims**

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

19 **Employee Claims**

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

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

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

31 **Information to Be Provided by the Claimant**

32 Employee claims should be filed on the *Employee Claim for Loss or Damage to Personal Property*, AD-
33 382 for USDA personnel, DI-570 for USDI personnel (Exhibits 45 and 46), and appropriate state form
34 for state personnel. Most states accept federal forms to initially report the claim.

35 The claim should include:

- 36 • Claimant's name and home address
- 37 • Claimant's home unit address
- 38 • List of specific items claimed

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

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

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

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

22 **Incident Procedures – Employee Claims**

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

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

28 The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on
29 the incident Claims Log (Exhibit 47).

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

33 The statement should address:

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

- 1 • Any information relative to the validity of the claim.

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

4 Employee claim documentation can be filed in the Incident Claims Case File Envelope, OF-314
5 (Exhibit 48). A copy of all claim documentation will be attached to the claimant's Incident Time Report,
6 OF-288. An additional copy will be retained in the Incident Finance Package (Exhibit 40). Distribution
7 of claims documents will be in accordance with incident agency procedures.

8 **Government Claims**

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

13 **Government Property Damage**

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

16 **Claims Processing**

17 The IMT will submit all original claims documentation to the incident agency. The incident agency will
18 review for accuracy and completeness and will forward to the appropriate adjudicating official. This
19 includes forwarding employee claims to the employee's home unit, if different than incident agency.
20 Agencies may have specific documentation, processing procedures, and/or reimbursement limitations.

21 **Exhibits**

22 [Exhibit 42 – Motor Vehicle Accident Report, SF-91](#)

23 [Exhibit 43 – Statement of Witness, SF-94](#)

24 [Exhibit 44 – Claim for Damage, Injury, or Death, SF-95](#)

25 [Exhibit 45 – Employee Claim for Loss or Damage to Personal Property, AD-382](#)

26 [Exhibit 46 – Employee Claim for Loss or Damage to Personal Property, DI-570](#)

27 [Exhibit 47 – Incident Claims Log](#)

28 [Exhibit 48 – Incident Claims Case File Envelope, OF-314](#)

29 **Exhibit 42 – Motor Vehicle Accident Report, SF-91**

30 <https://www.gsa.gov/forms-library/motor-vehicle-accident-report>

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

34 **Exhibit 43 – Statement of Witness, SF-94**

35 <https://www.gsa.gov/forms-library/statement-witness>

- 1 **Exhibit 44 – Claim for Damage, Injury or Death, SF-95**
- 2 <https://www.gsa.gov/forms-library/claim-damage-injury-or-death>

Exhibit 45 – U.S. Department of Agriculture Employee Claim for Loss or Damage to Personal Property, AD-382

U.S. DEPARTMENT OF AGRICULTURE

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

CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: Fine of not more than \$10,000 or imprisonment for not more than 5 years or both (See 62 Stat. 698, 749; 18 U.S.C. 287, 1001)

CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM: The claimant shall forfeit and pay to the United States the sum of \$2,000 plus double the amount of damages sustained by the United States. (See Revised Statutes Sec. 3490; 31 U.S.C. 231.)

NAME OF CLAIMANT	AGENCY WHERE EMPLOYED AND TITLE OF POSITION		LOCATION (City)	
John Smith	Forest Service Forestry Technician		Boise, Idaho	
ADDRESS OF CLAIMANT (including Zip Code)	LOCATION WHERE LOSS OR DAMAGE OCCURRED	DATE OF LOSS OR DAMAGE	AMOUNT OF CLAIM	
1234 Lost Way Boise, ID 83709	East Complex Incident (base camp)	8/28/2007	\$500.00	
DESCRIPTION OF PROPERTY (Itemized Listing)	DATE ACQUIRED	PURCHASE PRICE OR VALUE	VALUE WHEN LOST OR DAMAGED	ESTIMATED COST OF REPAIR
Sleeping bag	12/25/XXXX	\$125.00	\$100.00	
2 Pair jeans	6/1/XXXX	\$80.00	\$60.00	
2 LS Denim Shirts	9/15/XXXX	\$50.00	\$40.00	
I-Pod	12/25/XXXX	\$350.00	\$300.00	
<i>Attach supplemental sheet, if necessary</i>				
Claim is for (Check one)	LOSS <input checked="" type="checkbox"/>	DAMAGE <input type="checkbox"/>	GIVE BRIEF DESCRIPTION OF CIRCUMSTANCES	
Items were stored in my personal tent and stolen while I was working the night shift from 1800 8/28 to 0600 8/29				
WAS PROPERTY INSURED	If answer is "yes", give name of insurer and itemize the amount collected.			
Yes	State Farm; all but \$50.00 deductible			
YES	NO			
I make this claim with the full knowledge of the penalties for willfully making a false claim, and certify that I am entitled to any payments				
DATE	IF CLAIMANT IS NOT OWNER OF PROPERTY, STATE RELATIONSHIP TO OWNER	SIGNATURE OF CLAIMANT		
8/29/XXXX		<i>John Smith</i>		

FORM AD-382 (10-65)

1 **Exhibit 46 – U.S. Department of the Interior Employee Claim for Loss or Damage to Personal**
 2 **Property, DI-570**

UNITED STATES
 DEPARTMENT OF THE INTERIOR

EMPLOYEE CLAIM
 FOR LOSS OR DAMAGE TO PERSONAL PROPERTY
 (P.L. 88-558)

INSTRUCTIONS: Submit in triplicate. Please type

Name of Claimant Tom Plank		Address of Claimant 1900 Homestead Road Fairbanks, AK 99701	
Bureau or Office BLM	City P.O. Box 35005 Ft. Wainwright, AK 99703	Telephone no. (907) 356-5600	
Location of loss or damage Big Lake Incident		Date of loss or damage 06/14/XX	Total amount of claim \$333.00

DESCRIPTION OF PROPERTY (Attach supplemental sheet, if necessary)

Itemized Listing	Date Acquired	Purchase Price or Value	Value When Lost	Estimated Repair Cost
Helly-Hansen Rain Gear	5/1/XX	\$125.00	\$125.00	N/A
Wool Sweater (L.L. Bean)	4/20/XX	\$60.00	\$60.00	N/A
Bean Boots, 24"	7/1/XX	\$95.00	\$95.00	N/A
2 pair wool socks	5/1/XX	\$20.00	\$20.00	N/A
1 T-Shirt, long sleeve	6/1/XX	\$18.00	\$18.00	N/A
1 wool cap	3/10/XX	\$15.00	\$15.00	N/A

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

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

Was property insured? Yes No (If "Yes", give name of insurer and itemize amount collected)

CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: Fine of not more than \$10,000 or imprisonment for not more than 5 years, or both (See 62 Stat. 698, 749; 18 U.S.C. 287, 1001).

CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM: The claimant shall forfeit and pay to the United States the sum of \$2,000, plus double the amount of damages sustained by the United States (See R.S. Sec. 3490, 5438; 31 U.S.C. 231).

I make this claim with full knowledge of the penalties for willfully making a false claim, and certify that I am entitled to any payments.

Date 6/20/XX	If claimant is not owner, state relationship	Signature of Claimant <i>/s/ Tom Plank</i>
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Form DI-570 (July 1965)

1 **Exhibit 47 – Incident Claims Log**

INCIDENT CLAIMS LOG

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

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

1 Exhibit 48 – 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>
---	--	--	-----------------------------

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

CLAIMANT'S HOME UNIT: _____
(Agency)

172 Long Drive
(Address)

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

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

SUPERVISOR ON INCIDENT: *Joe Super*

SUPERVISOR'S HOME UNIT: _____
(Agency)

(Address)

(City, State and Zip Code)

(Telephone No. with Area Code)

CHECK LIST FOR CASE FILES

(Indicate Whether Completed)	YES (Date)	NO
Employee Claim for Loss or Damage to Personal Property (AD-382, DI-570) OR Claim for Damage, Injury or Death (SF-95)	<i>7/30/xx</i>	
Motor Vehicle Accidents: SF-91, SF91A, AND SF-94; or DI134		
Supervisor's Statement		
Witness Statement (If Available)		
Investigation Report	<i>7/30/xx</i>	
Photographs Included (<i>of tent</i>)	<i>7/30/xx</i>	
Support Documents Attached to Claim		
Police Report or Camp Security Report	<i>7/30/xx</i>	

Follow-up Needs/Comments: _____

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

Chapter 80 – Cost Accounting and Reporting

Objective

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

Responsibilities

AA responsibilities:

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

IC responsibilities:

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

Administrative Representative responsibilities:

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

IBA responsibilities:

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

FSC responsibilities:

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

COST responsibilities:

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

11 IMT responsibilities:

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

16 **Incident Costs**

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

19 **Cost Categories**

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

- 22 • Personnel costs include crews, overhead, and other personnel assigned to the incident.
- 23 • Equipment costs include agency equipment as well as equipment under EERA, IBPA, contracts,
- 24 and cooperative agreements.
- 25 • Aircraft costs include fixed-wing, helicopter, and retardant.
- 26 • Support Costs.
 - 27 ○ On-site support costs include catering unit, shower unit, mobile laundry, LUAs, and cache
 - 28 supplies, etc.
 - 29 ○ Off-site support costs include expanded dispatch, BUYTs, APTs, cache personnel, Area
 - 30 Command, transportation to/from incident, etc.

- 1 Below are examples of on-site costs and where incident-related costs could be obtained:

On-Site Costs	Source of Cost Information
Showers, Toilets, Tents, Mobile Laundry	Facilities Unit
Caterer	Food Unit
LUA, Computer Rentals	Procurement Unit or BUYT
Supplies (Local Purchase)	BUYT
Agency Provided Medical Care	Medical Unit or Compensation/Claims Unit
Cache Supplies	Supply Unit

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

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

3 **Standard Cost Components**

- 4 Standard cost components included in the e-ISuite database are utilized by most agencies. These
5 standard cost components may be supplemented by the geographic areas or agencies. Cost components
6 are measured on a daily, hourly, mileage or other dollar value (per unit) basis. Refer to Standard Rate
7 Spreadsheet, <https://www.nwcg.gov/publications/902>.

8 **Actual Costs**

- 9 Actual costs may be used when available.

10 **Estimated Costs**

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

13 **Composite Costs**

- 14 Composite costing combines methods and categories and is the most efficient, accurate method to
15 determine incident costs.

1 **Cost Methods**

2 **Initial Estimation**

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

7 **Resource Cost Method**

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

11 **Tracking and Reporting Methods**

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

16 **Automated Cost Accounting**

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

21 **Spreadsheets**

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

25 **Manual Accounting**

26 This involves using standard costs and quantities of resources. These resources can then be tracked
27 daily in a format as displayed in Exhibit 49. Refer to Standard Rate Spreadsheet at
28 <https://www.nwcg.gov/publications/902>.

29 **Incident Status Summary (ICS 209)**

30 The Planning Section reports the incident status to the incident agency per operational period, using the
31 Incident Status Summary (ICS 209). The Finance/Administration Section provides an estimate of costs
32 to date, and an estimate of total anticipated costs for these reports to the Planning Section.

33 **Agency Accrual Reports**

34 Incident agencies may have specific incident cost reporting and/or accrual requirements. The
35 Administrative Representative establishes the reporting requirements and communicates them to the
36 IMT.

1 **Cost Analysis**

2 Incident cost documentation and analysis are important management tools. It is the responsibility of all
3 incident personnel to have knowledge of and be able to perform their job in the most cost-efficient
4 manner possible. All command and general staff IMT members should continually evaluate their
5 section's operations to identify and implement cost savings.

6 Exhibit 48 provides some guidelines for the IMT to use to implement cost management measures on an
7 incident. The exhibit includes recommendations on cost assessment procedures, identifies problem cost
8 areas and identifies factors that are generally not cost-effective.

9 **Cost Projection**

10 Cost projections are developed for both strategic and obligation purposes. These projections can be for
11 a single strategic alternative or multiple alternatives, and should take into account current resources,
12 alternative strategies, and standard costs.

13 Single alternative projections are done by identifying all current resources, applying a projected strategy
14 to reduce the number of resources over the following days (e.g., 5 crews demobilized on day 5, 10 crews
15 demobilized the next day) and applying the standard cost for all resources.

16 Cost projections are most often done to estimate costs for the WFDSS, project costs through the
17 estimated incident duration, and meet incident agency accrual requirements.

18 **Cost Share Agreements**

19 The information presented in this section is intended to supplement established agency master
20 agreements. The terms of master agreements take precedence over this publication.

21 A cost share agreement is supplemental to an existing cooperative fire management agreement and
22 documents the financial responsibility for incident resource costs. It may also identify requirements of
23 other party payments. A cost share agreement should be prepared for multi-jurisdiction incidents where
24 a decision has been made to share resource costs (Exhibits 51 and 52). Master agreements between
25 agencies should address the need for incident-specific agreements and identify agency-specific
26 requirements, including format and required signatures. Jurisdictional agency representatives sign the
27 cost share agreement.

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

31 Incident complexity changes frequently and may affect the terms of the cost share agreement.
32 Therefore, the agreement may be amended as necessary. Each AA and the IC(s) should receive a copy
33 of the final agreement.

- 34 • Cost share agreements should identify the following:
- 35 • Costs to be shared.
- 36 • Costs to be borne by each agency (not shared).
- 37 • Method by which costs will be shared.
- 38 • Cost share period.

1 Cost share agreements must easily be understood and correspond to agency cost accounting/tracking
2 methods in order to facilitate the billing process.

3 **Cost Shared Items**

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

- 7 • Aircraft Costs – Aircraft (fixed-wing and helicopter) and associated retardant costs.
- 8 • Equipment Costs – Emergency equipment used to support the incident.
- 9 • Incident Cache Costs – Cache costs may include refurbishment, replacement, resupply, and labor
10 costs.
- 11 • Incident Rehabilitation Costs – Rehabilitation activities of assigned incident personnel to
12 mitigate further damage to improvements and land occurring from direct suppression activity can
13 be included in cost sharing (e.g., minor fence repair, dozer line, erosion control).
- 14 • Initial Attack Resource Costs – Initial attack resource costs are included in determining the cost
15 share percentages and in deriving actual incident costs. In a cost-share incident, agreement
16 provisions for initial attack assistance at no cost may not apply.
- 17 • Off-Site Support Costs – Costs include expanded dispatch, BUYTs, APTs, cache personnel, area
18 command, transportation to/from incident, etc.

19 Mobilization and demobilization centers usually serve multiple incidents and are not ordered by a
20 specific incident. The incident cost share agreement usually will not address cost sharing of these sites.
21 Incident agencies may establish separate cost share agreements for these items.

- 22 • On-Site Support Costs – Costs incurred for services supplied within the incident (e.g., shower
23 units, catering units, mobile laundry, LUAs, cache supplies, and materials).
- 24 • Personnel Costs – Costs of assigned incident personnel including the IMT, crews, casuals, etc.
- 25 • Transportation Costs – Costs associated with movement of resources to and from an incident.

26 **Non-Cost Shared Items**

27 The following items are typically not cost shared:

- 28 • Accountable Property – Accountable and/or sensitive property, as defined by each agency, that is
29 purchased by the agency and becomes property of the agency.
- 30 • Administrative Overhead Costs – Costs of agency personnel, support, and services not directly
31 assigned or ordered by an incident. These include normal operating expenses such as basic
32 utility costs, buildings and facilities rent, administrative support, and personnel. These costs are
33 usually agency specific, unless addressed in master or cost share agreements.
- 34 • Administrative Surcharge – A pre-established percentage applied by an agency to the settlement
35 billing on the net amount owed per master agreement.
- 36 • Claims Costs – Responsibility for claims or extraordinary settlement costs should be addressed
37 through a separate agreement between agencies.

- 1 • Move Up and Cover Costs – Includes additional costs over and above base salary of
2 “backfilling” agency personnel to meet agency-specific staffing requirements.
- 3 • Post Incident Rehabilitation Costs – Costs incurred to rehabilitate burned lands, such as seeding,
4 check dam construction, and archaeological mitigation.
- 5 • Waste, Fraud, and Abuse Costs – Costs resulting from waste, fraud, or abuse.

6 **Transfer of Responsibility Procedures**

7 During IMT transitions, the departing team must brief their counterparts on all cost sharing agreements
8 and documentation to date. If there is a change in the Agency Administrators or representatives, they
9 must have clear understanding of all the decisions and agreements used to develop the final cost share
10 percentages and conditions of the final agreement.

11 **Cost Share Methods**

12 Following are four methods of cost share for multi-jurisdictional incidents. All methods require a signed
13 agreement. The agreements shown in Exhibits 51 and 52 demonstrate the cost apportionment process.

14 **Initial Attack**

15 During initial attack, resources are dispatched per preseason agreements or an established operating
16 plan, to a multi-jurisdictional fire.

17 If the incident is controlled with initial attack resources, AAs may agree to cost share some or all
18 resource costs (e.g., dozers or crews working on both areas of responsibility) regardless of which agency
19 dispatched the resources.

20 **You Order You Pay (YOYP)**

21 Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they
22 are used on the incident. YOYP procedures are as follows:

- 23 • A unified ordering point is required and agencies agree on who will order which resources.
- 24 • On-site support costs may be split by the percentage of agency requested resources.
- 25 • Off-site support costs are paid for by the ordering unit.

26 **Acres Burned**

27 Costs are shared based on the acreage percentage of the fire within an agency’s protection area. This
28 method is used when agencies’ responsibilities, objectives, and suppression costs are similar.

29 **Cost Apportionment**

30 The cost apportionment process is a more complex system for identifying agency cost share where
31 incident agencies agree to share costs.

- 32 • The apportionment method is used to share final incident costs based upon the usage of resources
33 per operational period.
- 34 • Costs are documented and approved by the IC(s) or other designated incident agency personnel
35 on a daily basis.

- Direct costs (e.g., helicopters, crews, airtankers, retardant) are shared based upon assignment in the IAP or actual use. Support costs (e.g., IMT, caterer) are shared proportionally to the direct costs. Agency-specific costs are not shared.

Some geographic areas utilize Cost Apportionment Teams (CAT) to assist incident agencies in tracking and documenting incident costs. The CAT should be located at or in close proximity to the incident. The CAT Leader meets with the IC and other IMT members to discuss the apportionment process and documentation requirements. The IC reviews and validates by signature, the daily apportionment records.

The CAT may be assigned to the incident and report to the COST or directly to the FSC, or be assigned to the incident agency and report to the Administrative Representative.

Complexes / Merges / Splits (CMS)

The growth of wildland fire emergency expenditures has affected the operating budgets of wildland fire management agencies, and has led to increased scrutiny by Congress, the Office of Management and Budget, and state and local government oversight agencies. As expenditures have grown over time, so has the requirement for fiscal efficiency and accountability. As a result, requirements for increased accountability for individual incident expenditures and measures for assessing performance have been developed. In some cases, multiple incidents within close physical proximity are managed as a single incident. When this occurs, it is not uncommon for incidents to be merged, added to a complex, or split from a complex. This makes maintaining the data and fiscal integrity of an individual incident challenging. The guidelines for data management and monitoring of expenditures for CMS are as follows:

1. Maintain the data and financial integrity of individual incidents:
 - a. When complexing incidents, maintain individual FireCodes and IROC incidents for each incident within the complex.
 - b. If a new code for a complex is created in FireCode, associate the individual incident codes to the complex code. Note: Complex codes are typically used only for mobilization of resources until they are assigned to a specific incident in the complex.
 - c. If fires burn together, associate the fires in FireCode and utilize the “merge” function in IROC and e-ISuite. Note: Once incidents are merged in e-ISuite and IROC, the process of splitting these incidents back out may result in the loss of data integrity and history.
 - d. If the need arises, a fire can be split from a complex if the recommendations in 1a, 1b, and 1c are followed.
 - e. Agencies should follow individual agency fire reporting policies.
2. Deciding to complex, merge, or split:
 - a. The AA should consider consequences outlined in Appendix A–Tool Kit when deciding to complex, merge, or split incidents. This decision should be coordinated between the AA, affected IC(s), Dispatch Center Manager(s), and State/Regional Incident Business Specialist(s).
 - b. The AA should document the decisions, including the acreage and cost of affected incidents at the point when data integrity is in jeopardy. Appendix A–Tool Kit provides several scenarios, issues, and effects to assist Agency Administrators with decisions related to CMS.

1 These guidelines will ensure wildland fire emergency expenditures can be monitored, performance can
2 be measured, and the integrity of incident data can be preserved.

3 **Exhibits**

4 [Exhibit 49 – Standard Rate Spreadsheet](#)

5 [Exhibit 50 – Cost Management Measures](#)

6 [Exhibit 51 – Sample Cost Share Agreement](#)

7 [Exhibit 52 – Sample Cost Share Agreement](#)

8 **Exhibit 49 – Standard Rate Spreadsheet**

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

10 **Exhibit 50 – Cost Management Measures**

11 Following are actions the IMT should take to help ensure cost management measures are in place:

12 Aircraft

- 13 • Track aircraft costs by individual resource to analyze use and cost benefit to incident.

14 Claims

- 15 • Ensure thorough investigation and documentation of actual and potential claims for and against
16 the government.

17 Cooperative Agreements

- 18 • Ensure copies of cooperative agreements are available, are understood by the IMT, and
19 provisions are implemented.
- 20 • Ensure all participating agencies understand the basis of and responsibility for payment of
21 personnel, equipment, materials, and supplies per established agreements.

22 Equipment

- 23 • List equipment by type, in priority by unit cost and usage (operational periods) and share results
24 with appropriate functions.
- 25 • Identify under-utilized equipment (e.g., aircraft, lowboys, buses, and water tenders) and share
26 results with appropriate functions.
- 27 • Ensure pre- and post-use equipment inspection forms are prepared for all equipment to reduce
28 claims.
- 29 • Ensure controls are established for fuel and oil issues to equipment at the incident base, on the
30 line and at remote sites, to properly document invoice deductions.

31 Personnel

- 32 • Ensure procedures are in place to track, document, and approve excessive hours.
- 33 • Ensure time posted is in agreement with scheduled operational periods.

1 Property Management

- 2 • Ensure controls are in place for issuance and return of accountable and durable property (for
- 3 example, tools, shirts, headlamps, hard hats, and radios).
- 4 • Ensure approval for purchase of accountable property is in accordance with incident agency
- 5 policy.
- 6 • Utilize law enforcement personnel for incident base and property security.

7 Support

- 8 • Ensure adherence to national contract specifications.
- 9 • Follow supplemental food approval requirements (reference Chapter 20).

10 **Exhibit 51 – Sample Cost Share Agreement**

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

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

INCIDENT NAME: Berry Fire

INCIDENT NUMBER BY AGENCY: CAL FIRE – CA-RRU-055439
USFS – P5A7MP

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

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

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

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

COST-SHARE PERIOD: July 7, 2007 - July 16, 2007

INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE

INCIDENT COMMANDER: MICHAELA MELTOR, USFS

AGENCY REPRESENTATIVE: CAL FIRE – HECTOR MONTANO

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

Rick Money, USFS
Jake Zimmer, USFS

Todd Shymanski, CAL FIRE
Maryanna Cycle, BLM

This cost share agreement between USDA, Forest Service (USFS), and State of California Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI National Park Service and the California Department of Forestry and Fire Protection.
2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.
9. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
10. Shared costs will be based on the IC's/AA's mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
11. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost.

12. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.

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

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

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

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

COST SOURCES	RESPONSIBLE AGENCY
Federal Agency	USFS – San Bernardino NF
State Agency	CAL FIRE – Riverside Ranger Unit

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

AGENCY	GROUND RESOURCES	AIRCRAFT/RETARDANT
USFS	54.72%	90.61%
CDF	45.28%	9.39%
Total	100%	100%

This agreement and the apportionment are our best judgments of agency cost responsibilities.

MICHAELA MELTOR
USDA, Forest Service

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

Signature, Agency Representative

Signature, Agency Representative

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

Mailing Address:
CAL FIRE
County Administrative Center
82-657 Highway 111
2nd Floor, Suite 210
Indo, CA 92201

Telephone: (XXX) XXX-XXXX

Telephone: (XXX) XXX-XXXX

Date of this finalized agreement: 7/16/2007

Contacts are:

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19777 Greenley Road
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(XXX) XXX-XXXX

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

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

Attachments will follow, if applicable.

1 **Exhibit 52 – Sample Cost Share Agreement**

SUPPLEMENTAL COST-SHARE AGREEMENT

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

1. Fire Name: Berry Fire Origin Date 07/11/2007 Time 1502
2. Origin: Township T33N Range 117W Section 3
3. Estimated Size 95,000 Acres at the time of this agreement.
4. Agency Cal Fire Fire # CA-RRU-055439 Accounting Code A7MP
 Agency USFS Fire # CA-RRU-055439 Accounting Code A7MP
 Agency _____ Fire # _____ Accounting Code _____
 Agency _____ Fire # _____ Accounting Code _____
 Agency _____ Fire # _____ Accounting Code _____
5. This agreement becomes effective on: 7/11/2007 at 1502 and remains in effect until 7/16/2014 at 1800.
6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Identify below personnel filling the following positions:

Position	Name	Agency
Incident Commander	<u>Hector Montano</u>	<u>Cal Fire</u>
Incident Commander	<u>Michaela Meltor</u>	<u>USFS</u>
Agency Administrator	<u>Hector Montano</u>	<u>Cal Fire</u>
Representative	_____	_____
Liaison	_____	_____
Finance	<u>Betty Jones</u>	<u>USFS</u>
Operations	<u>Ronald Hopper</u>	<u>USFS</u>

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

8. Geographic responsibility (if appropriate) by Agency is defined as follows:
 Agency Cal Fire Geographic Responsibility State, city, county and private lands within fire boundary
 Agency Forest Service Geographic Responsibility Forest Service lands within fire boundary
 Agency _____ Geographic Responsibility _____
 Agency _____ Geographic Responsibility _____
9. The Agency responsible for structural protection will be: Cal Fire

- 10. Special operational conditions agreed to (include as appropriate air operations, base camp, food service, fire investigation, security, etc.) List cost-share information in Item #11:

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

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

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

Cost Centers:	Agency: Cal Fire Non-Aircraft	Agency: USFS Non-Aircraft	Agency: Cal Fire Aircraft	Agency: USFS Aircraft
7/11/2012	80%	20%	95%	5%
7/12/2012	85%	15%	100%	0%
7/13/2012	60%	40%	90%	10%
7/14/2012	58%	42%	85%	15%
7/15/2012	55%	45%	73%	27%
7/16/2012	30%	70%	40%	60%

- 12. Other conditions relative to this agreement (notifications, incident information, etc):

13.

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any): _____ / _____ / _____

1 **Instructions for the Cost Share Agreement:**

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

7 A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire
8 protection agencies in the <insert area>. This agreement authorizes general mutual aid, including
9 reciprocal and cooperative fire protection services elaborated upon in local annual operating plans.

10 Other cooperative agreements exist between fire management agencies that authorize fire management
11 services between agencies at the sub-geographic level. The objective of the Supplemental Fire
12 Suppression and Cost Share Agreement is to establish and document the cost sharing and basic
13 organizational structure in response to specific fires.

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

- 20 1. List the fire name agreed upon by agencies involved.
- 21 2. Give the origin or best estimate of origin location by legal description.
- 22 3. Estimate the size at the time of the Supplemental Agreement.
- 23 4. List the agencies involved in fire suppression operations and respective agency fire numbers.
- 24 5. List the date and time that the agreement is in effect. That time could be prior to or following the
25 time that negotiations are made for the agreement.
- 26 6. Check the appropriate command structure for the fire. Definitions:
27 **UNIFIED COMMAND** – A method for all agencies with jurisdictional responsibility to
28 contribute to determining the overall objectives for the incident, interagency ICS team structure.
29 **SINGLE COMMAND STRUCTURE** – One Agency manages the incident with liaison and
30 concurrence of objectives from other involved Agencies.
31 List the appropriate personnel filling ICS positions on the fire.
- 32 7. List any special conditions or resource objectives (i.e., dozer restrictions, mechanized
33 restrictions, bald eagle nest, high value plantation). Operational responsibility for the fire will be
34 defined in this section (if appropriate). Respond to this item only if Agency forces have specific
35 segments of the fire. This information will not determine cost responsibility, unless specified in
36 Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
- 37 8. List the Agency responsible for structural protection, and any pertinent control information or
38 contacts.
- 39 9. List operation conditions or directions pertaining specifically to air operations, base camp and
40 food service, and fire investigation. Costs pertaining to these decisions shall be documented in
41 Item #10.

- 1 10. Fire suppression costs shall be determined from the information supplied in this item. There are
2 several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less
3 complex incidents on lands with similar values and uses; D and E on larger, more complex
4 incidents, such as those with both wildland urban interface and wildlands:
- 5 a. Each Agency pays for its own resources – fire suppression efforts are primarily on
6 jurisdictional responsibility lands.
- 7 b. Each Agency pays for its own resources – services rendered approximate the percentage of
8 jurisdictional responsibility, but not necessarily performed on those lands.
- 9 c. Cost share by percentage of ownership or Agency jurisdictional responsibility.
- 10 d. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions
11 A and B (using a map as an attachment); privately-owned property with structures; or
12 specific locations such as campgrounds.
- 13 e. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon
14 daily agreed-to cost estimates, using Incident Action Plans or other means to determine
15 multi-Agency contributions. Reimbursements can be made upon estimates instead of actual
16 bill receipts.

17 The following are not reimbursable:

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

24 The cost centers that should be considered in this agreement:

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

- 31 11. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency
32 representing another, notifications, incident information, coordinated intelligence, etc.
- 33 12. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the
34 last revision or former Supplemental Agreement for the same fire.

Chapter 90 – All-Hazards Incident Business Management

Objective

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

For DOI specific guidance, refer to the All-Hazards Supplement to the *NWCG Standards for Interagency Business Management* at

<https://www.doi.gov/sites/doi.gov/files/migrated/emergency/upload/DOI-BusinessSupplement-FINAL-23SEP14.pdf>.

Authorities

The authorities for federal agencies to respond to a Presidential emergency or major disaster declaration and other non-fire emergencies are contained in the following:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), P.L. 93-288, as amended – The Act is implemented through the National Response Framework (NRF or Framework). An annual appropriations bill gives federal agencies the authority to reimburse state and local governments.

The President, in Executive Order 12148, delegated all functions, except those in Section 301, 401, and 409, to the Administrator, FEMA.

The NRF uses the foundation provided by the Homeland Security Act, P.L. 107-296 HSPD-5 and the Stafford Act to provide a comprehensive, all-hazards approach to domestic incident management. Nothing in the NRF alters the existing authorities of individual federal departments and agencies. The NRF does not convey new authorities upon the Secretary of Homeland Security or any other federal official.

The NRF can be found at <https://www.fema.gov/national-response-framework>.

- The Post-Katrina Emergency Management Reform Act (PKEMRA) – Title VI of the Department of Homeland Security Appropriations Act, 2007, Pub. L. 109-295, 120 Stat. 1355 (2006), clarifies and modifies the Homeland Security Act with respect to the organizational structure, authorities, and responsibilities of FEMA and the FEMA Administrator. PKEMRA also authorizes FEMA, in the absence of a specific request or Presidential declaration, to direct other federal agencies to reposition resources and provide support necessary to save lives, prevent human suffering, or mitigate severe damage (“leaning forward”). In addition to these modifications, PKEMRA made some changes appearing in the Homeland Security Act and the Stafford Act.
- The Economy Act – 31 USC 1535-1536 (2005) authorizes federal agencies to provide goods or services, on a reimbursable basis, to other federal agencies when more specific statutory authority does not exist.
- Service First Legislation – Public Laws 106-291 and 109-54 authorize the Secretaries of the Interior and Agriculture to make reciprocal delegations of their respective authorities, duties, and responsibilities in support of the Service First initiative agency-wide to promote customer service and operational efficiency. Service First may be used in place or in addition to the Economy Act to expedite interagency cooperation.

- 1 • The National Emergencies Act – 50 USC 1601-1651 (2005) establishes procedures for
2 Presidential declaration of a national emergency and the termination of national emergencies by
3 the President or Congress.
- 4 • The Office of Federal Procurement Policy Act – 41 USC 428a (2004) authorizes emergency
5 procurement authorities (1) in support of a contingency operation; or (2) to facilitate the defense
6 against or recovery from nuclear, biological, chemical, or radiological attack against the United
7 States. Also reference FAR Part 18.2.
- 8 • The Emergency Federal Law Enforcement Assistance Act (EFLEA) – 42 USC 10501 (2006)
9 authorizes the attorney general, in a law enforcement emergency and upon written request by a
10 Governor, to coordinate and deploy emergency federal law enforcement assistance to state and
11 local law enforcement authorities.
- 12 • National Oil and Hazardous Substances Pollution Contingency Plan. (NCP, 40 CFR 300) – The
13 NCP provides the organizational structure and procedures for preparing for and responding to
14 discharges of oil and releases of hazardous substances, pollutants, and contaminants. The NCP
15 is required by section 105 of the Comprehensive Environmental Response, Compensation, and
16 Liability Act of 1980 (CERCLA), 42 U.S.C. 9605, as amended by the Superfund Amendments
17 and Reauthorization Act of 1986 (SARA), P.L. 99-499, and by section 311(d) of the Clean
18 Water Act (CWA), 33 U.S.C. 1321(d), as amended by the Oil Pollution Act of 1990 (OPA), P.L.
19 101-380. The NCP identifies the national response organization that may be activated in
20 response actions to discharges of oil and releases of hazardous substances, pollutants, and
21 contaminants in accordance with the authorities of CERCLA and the CWA. It specifies
22 responsibilities among the federal, state, and local governments and describes resources that are
23 available for response, and provides procedures for involving state governments in the initiation,
24 development, selection, and implementation of response actions, pursuant to CERCLA. The
25 NCP works in conjunction with the NRF through Emergency Support Function 10 – Oil and
26 Hazardous Material Response.

27 **Presidential Emergency or Major Disaster Declaration**

28 **Process**

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

33 ESF4, Firefighting

34 The FS is designated the ESF Coordinator and primary agency.

35 ESF9, Search and Rescue

36 The DOI, National Park Service (NPS) is designated as a primary agency for inland/wilderness search
37 and rescue.

38 ESF11, Agriculture and Natural Resources

39 The Department of Agriculture (USDA) is designated the ESF Coordinator and co-primary agency. The
40 DOI is designated as co-primary agency.

1 Both the FS and DOI serve as support agencies to other ESFs. Refer to the NRF for the support roles of
2 the various Departments.

3 The Federal Coordinating Officer (FCO) manages and coordinates federal resource support activities
4 related to Stafford Act disasters and emergencies.

5 The FCO and FEMA accomplish many of their tasks through mission assignments given to primary and
6 supporting agencies. FEMA orders ESF assistance through a mission assignment, which identifies the
7 mission and establishes expenditure limitations.

8 For example, the agency could be tasked to accomplish a specific mission such as to operate a receiving
9 and distribution center in support of a particular disaster. The agency would use its available resources,
10 including those available through federal and state agreements, to complete the assignment.

11 Mission assignments are accomplished utilizing resources obtained through established dispatch
12 coordination concepts and processes, referred to in the NRF as the national firefighting mobilization
13 system. The NRF specifies that all requests for firefighting resources are coordinated through the
14 existing national firefighting mobilization system. Procedures established in the *National Interagency*
15 *Mobilization Guide* shall be followed in responding to disaster related emergencies under the NRF.

16 **Non-Stafford Act Disasters**

17 Consult agency-specific guidelines for all-hazards responses not specifically covered by a Presidential
18 emergency declaration. These guidelines should outline the level of response allowed and include any
19 additional requirements.

20 **Pay Provisions**

21 Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 10
22 of this publication and applicable agency regulations.

23 **Biweekly Earning Limitation**

24 The biweekly earning limitation on premium pay contained in 5 CFR 550.105 is not automatically
25 waived for DOI and USDA GS employees working in connection with all-hazards responses.

26 The DOI and the USDA have the authority to declare an emergency situation for the purpose of waiving
27 the biweekly overtime limitation (biweekly cap maximum earnings limitation {5CFR 550.106} or Fair
28 Labor Standards Act {FLSA} exemption status {5 CFR 551.208d}). If an emergency is declared,
29 departmental direction will be provided in writing.

30 **Overtime**

31 Public Law 106-558 does not apply to personnel involved in hurricanes, floods, non-fire FEMA
32 incidents or other all-hazards assignments (reference Chapter 10). Exempt employees of the FS and the
33 DOI have their overtime hourly rate capped at GS-10 Step 1, or their base rate of pay whichever is
34 greater.

35 **Fair Labor Standards Act (FLSA)**

36 Positions on all-hazards incidents that are not identified on the matrix found in Chapter 10 will be
37 determined as exempt or nonexempt on a case-by-case basis by the employee's agency human resource
38 specialist upon submission of a claim by the individual. Nonexempt individuals retain their nonexempt
39 status regardless of the emergency work performed.

1 **Hazard Pay**

2 Reference 5 CFR 550 to determine if hazard pay is applicable for GS employees. Reference 5 CFR 532
3 for information on environmental differential for wage grade employees. The specific reason for hazard
4 pay or environmental differential must be listed on the Incident Time Report, OF-288, to assist home
5 units in applying pay regulations.

6 **Travel**

7 Travel is compensable under a Presidential emergency declaration since it results from an event that
8 could not be scheduled or controlled administratively. Provisions outlined in Chapter 10, Travel and
9 Related Waiting Time, apply to Presidential emergency declaration.

10 Compensation for travel to other types of all-hazards incidents will be determined by agencies on a case-
11 by-case basis. Contact your agency incident business representative for current direction.

12 **Acquisition**

13 Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 20
14 of this publication and applicable agency regulations.

15 **Purchase of Accountable/Sensitive Property**

16 Accountable and/or sensitive property purchases should only be made by procurement personnel and
17 must be documented appropriately (reference Chapter 30). Follow agency-specific guidelines as they
18 relate to the purchase of accountable and/or sensitive property. **When assigned to an all-hazards**
19 **incident, purchase documentation and transfer of property must follow the tasking agency's**
20 **procedures.**

21 **Property Management**

22 Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 30
23 of this publication and applicable agency regulations.

24 **Business Coordination**

25 Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 40
26 of this publication and applicable agency regulations.

27 **Cooperative Relations**

28 Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 50
29 of this publication and applicable agency regulations.

30 **Accident Investigation**

31 For accident investigation and reporting requirements, please coordinate with the incident Safety Officer
32 and reference agency-specific policy.

33 **Claims**

34 Federal employees responding to all-hazards assignments will follow procedures outlined in Chapter 70
35 of this publication and applicable agency regulations.

1 **Cost Accounting**

2 The primary agency is responsible for providing cost tracking and reporting guidelines to incident
3 management personnel.

4 **Procedures for Reimbursement**

- 5 • The primary agency is tasked by FEMA on a mission assignment. The primary agency can then
6 subtask any needed support agencies to accomplish the mission (e.g., DOI, Department of
7 Commerce).
- 8 • FEMA reimburses the primary agency upon receipt and examination of eligible, documented
9 costs incurred.
- 10 • Support agencies submit documentation of expenses for reimbursement to the primary agency
11 following agency policy. The primary agency reviews and approves billings by support
12 agencies. The primary agency will notify the support agency in writing when the billing package
13 has been approved. Refer to NRF, Financial Management Annex for direction.

14 **Items Eligible for Reimbursement (Reference 44 CFR 206.8)**

- 15 • Overtime, travel, and per diem of permanent federal agency personnel.
- 16 • Wages (regular time, overtime and premium pay), travel, and per diem, as appropriate, of
17 temporary federal agency personnel, casuals, or non-federal cooperators assigned solely to
18 perform the services required to execute the NRF or services directed by the FEMA Associate
19 Director or FEMA Regional Director in the major disaster or emergency area designated by the
20 FEMA Regional Director.
- 21 • Cost of work, services, and materials procured under contract for the purpose of providing
22 assistance directed by the FEMA Associate Director or the FEMA Regional Director.
- 23 • Cost of materials, equipment, and supplies (including transportation, repair, and maintenance)
24 from regular stocks used in providing directed assistance.
- 25 • All costs incurred which are paid from trust, revolving, or other funds, and whose reimbursement
26 is required by law.
- 27 • Other costs submitted by an agency with written justification or otherwise agreed to in writing by
28 the FEMA Associate Director or the FEMA Regional Director and the agency.

29 The FEMA will not reimburse agencies for accountable/durable property (e.g., cache items) and the
30 tasking agency will assume the cost of items not returned.

31 The FEMA will consider reimbursement of agency charge card purchases only if the necessary
32 supporting documentation is provided. All charges must be supported by an incident order and request
33 number (resource order number).

34 Agency procedures for establishing reimbursable charge codes should be followed.

1 **Appendix A – Tool Kit**

2 **Glossary**

3 All glossary terms can be found in the *NWCG Glossary of Wildland Fire, PMS 205,*
 4 <https://www.nwcg.gov/publications/205>.

5 **Extended Work Shift Documentation Form**

6 **OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT – SAMPLE**
 7 **AND/OR**
 8 **DEVIATION FROM 2:1 WORK REST POLICY**

Date:	Incident Number:	Incident Name:	Unit:
Incident Type:	Operational Period:	Incident commander:	IC Type (1-5)

JUSTIFICATION	JUSTIFICATION
Name of Individual(s) or Crew:	
Describe the situation(s) that caused the work shift(s) to exceed 16 hours and provide justification(s). (See reverse for examples)	
Date:	Hours in excess of 16
<p>MITIGATION MEASURES</p> <p>1. Describe what you did to mitigate the excess hours above (see <i>NWCG Standards for Interagency Incident Business Management, PMS 902, work/rest policy on the reverse</i>)</p> <p>2. Date standard 2:1 work/rest restored.</p>	

SIGNATURE OF INCIDENT SUPERVISOR		
NAME:	TITLE:	DATE:
SIGNATURE OF AGENCY ADMINISTRATOR, INCIDENT COMMANDER OR DUTY OFFICER		
NAME:	TITLE:	DATE:

1 **Resource Extension Request Form**

Resource Extension Request Form

January 2021

<p>A.) <u>RESOURCE and INCIDENT INFORMATION:</u></p> <p>Resource Name: _____ Home Dispatch or Home Unit ID: _____</p> <p>Incident Name: _____ Incident #: _____ Request #: _____</p> <p>Position on Incident: _____</p> <p>Home Unit Supervisor: _____ Email: _____ Fax #: _____</p>
<p>B.) <u>REQUESTED BY:</u></p> <p>Incident Supervisor: _____ Incident Position: _____</p>
<p>C.) <u>EXTENSION INFORMATION:</u></p> <p>Prior to any extension, consider the health, readiness and capability of the resource. The health and safety of incident personnel and resources will not be compromised under any circumstances.</p> <p>Length of Extension: _____ Last Workday: _____</p> <p>Justification (Select from the List Below):</p> <p><input type="checkbox"/> Life and Property are imminently threatened,</p> <p><input type="checkbox"/> Suppression objectives are close to being met, or</p> <p><input type="checkbox"/> Replacement resources are unavailable or have not yet arrived</p> <p>Explanation for Extension:</p>
<p>D.) <u>APPROVED BY:</u></p> <p>1) Incident Commander or Deputy: _____ Email: _____</p> <p>2) Resource or Resource Supervisor: _____ Email: _____</p> <p>3) Host GACC (excluding single-resource Overhead): _____ Email: _____</p> <p>4) Home Unit Supervisor: _____ Email: _____</p> <p>5) Sending GACC (excluding single-resource Overhead): _____ Email: _____</p> <p>6) NICC (only if National Resource): _____ Email: _____</p>

Return to: _____ Email/Fax: _____

Resource Extension Request Form Instructions

Block A. is to be filled out by the Resource.

Note: If resource is a Team, Hand Crew, Module or an Engine Crew; only complete one request form. Provide the Operational Resource Name, i.e. Smokey Bear T1 IMT, Smokey Bear T2IA Crew, Smokey Bear Suppression Module, Smokey Bear T4 Engine 741; for Resource Name. Provide Parent Request# only.

Blocks B. & C. are to be filled out by the Incident Supervisor.

Block D.:

If Resource is a National Resource (excluding Aircraft, Type 1 Interagency Hotshot Crew and National Contracted Resources), 1, 3, 5, and 6 signatures are required in order. Example of National Resources: Type 1 Incident Management, Area Command Teams, National Incident Management Organization (NIMO), and National Buying Teams.

If Resource is a Type 2 Incident Management Team, 1, 3, and 5 signatures are required in order.

If Resource is a Type 1 Interagency Hotshot Crew, 1 – 6 signatures are required in order.

If Resource is not a National Resource (excluding single-resource Overhead, Aircraft, Type 1 Interagency Hotshot Crew and National Contracted Resources), 1 – 5 signatures are required in order.

If Resource is single-resource Overhead, 1, 2 and 4 signatures are required in order.

1 **Hazard / Environmental Pay Matrix**

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

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
Firefighting	X	X	Participating as a member of a firefighting crew in fighting forest and range fires on the fireline <i>before the fire is controlled</i> . This does not include personnel engaged in logistical support, service, and non-suppression activities.	Fighting uncontrolled fire Safety personnel patrolling uncontrolled fireline Search and rescue on uncontrolled fireline	Yes	
Firefighting	X	X	See above.	Delivering supplies to fireline Delivering personnel to fireline	No	N/A
Firefighting	X	X	See above.	Any incidental personnel visiting uncontrolled fireline Media tours to uncontrolled fireline	No	Not considered active firefighting
Firefighting			See above	Smoke Exposure	No	No authority exists in CFR

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
Flying	X		<p>Individuals, except GS-2181 pilots, who are onboard the aircraft during limited control flights.</p> <p><u>Limited Control Flight</u> – Flights undertaken <i>under unusual and adverse conditions</i> (e.g., extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low-level flights involving fixed or tactical patterns) <i>which threaten or severely limit control of the aircraft</i>. Hazard pay for flying activities is related to the use of the aircraft, not the work of the occupants. Hazard pay is not authorized for situations such as flying passengers from a work center to a location to fix equipment when there are no adverse conditions that threaten or severely limit the aircraft.</p>	Limited control flights	Yes	
Flying			See above	Plastic sphere dispenser missions (Helicopter)	Yes*	Applies to operator of dispenser
Flying			See above	Para-cargo, cargo freefall, cargo letdown missions. (helicopter or fixed-wing)	Yes*	Applies to operator
Flying			See above	Rappel/Short-haul/Hoist/Fast Rope/External Sing Load missions. (Helicopter)	Yes*	

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
Flying			See above	Parachute jumps Piloting aircraft	No	
Flying			See above	Toe-In, One-Skid, Step-Out, Hover-Exit missions. (Helicopter)	Yes	
Flying			See above	Landing at unimproved landing area when Hazardous conditions exist. (Helicopter) Examples: Uneven/sloped touchdown pad, Hover Out-Of-Ground Effect conditions, maximum performance take off/landing, etc.	Yes	
Flying			See above	Wheeled operations on unprepared landing area (fixed-wing)	Yes	
Flying-Low-Level Flight		X	To be considered a low-level flight, the mission must require performance of a substantial part of the flight, other than landing or taking off, at altitudes of less than 500 feet AGL (above ground level) in daylight, or at less than 1,000 feet at night.	Low-level missions. (Search & Rescue, GPS, mapping, infrared, intelligence gathering, etc.) (helicopter or fixed-wing)	Yes	
Groundwork Beneath Hovering Helicopter	X	X	Participating in ground operations to attach an external load to a helicopter hovering just overhead.	Hover hook-ups	Yes	

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
Work in Rough and Remote Terrain	X	X	Working on cliffs, narrow ledges, or near vertical mountainous slopes where a loss of footing would result in serious injury or death, or when working in areas where there is danger of rock falls or avalanches.		Yes	
High Work	X		Working on any structure of at least 15 meters (50 feet) above the base level, ground, deck, floor, roof, etc., under open conditions, if the structure is unstable or if scaffolding guards or other suitable protective facilities are not used, or if performed under adverse conditions such as snow, sleet, ice on walking surfaces, darkness, lightning, steady rain, or high wind velocity.		Yes	
		X	Working on any structure of at least 30 meters (100 feet) above the ground, deck, floor or roof, or from the bottom of a tank or pit. Working at a lesser height if the footing is unsure or the structure is unstable.		No	
BAER – Assessment or Implementation	NA	NA	Does not meet the definition of firefighting for hazard pay eligibility; however, other hazard pay criteria listed above may apply.		No	

Hazard Description for CTR/Fire Time Sheet	GS	WG	Description	Activity	Entitlement to Hazard/ Environmental Pay	Comments
Prescribed Fire	NA	NA	Does not meet the definition of firefighting for hazard pay eligibility; however, other hazard pay criteria listed above may apply.			

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

1 **Code of Federal Regulations (CFR) References**

2 GS Personnel

- 3 • SIIBM, page 10-21 (line 37) through page 10-24 (line 27)
- 4 • 5 CFR 550.901 through 550.907 and Appendix A (<http://www.ecfr.gov/>)

5 WG/WL/WS Personnel

- 6 • SIIBM, page 10-24 (line 28) through page 10-27 (line 17)
- 7 • 5 CFR 532.511 and Appendix A (<http://www.ecfr.gov/>)

8 **Determination & Finding**

CONTRACTOR: _____

AGREEMENT NO: _____

The following equipment was used during the _____

Incident on the _____ (Agency) _____

(Unit) _____ (equipment make, model, and year) _____

The equipment was hired by _____ on _____

to perform the following duties _____

The Contractor claims that damage occurred as follows (summarize the event that caused the damage): _____

Resulting in the following damage (describe the equipment damage):

The claim amount requested is: \$ _____

Contracting Officer's Finding: _____

Continue on attachment if necessary.

1. In accordance with the EERA (OF-294), General Provisions, Clause No. 9 Loss, Damage, or Destruction or Clause C.8 of the I-BPA (SF-1449)_____

2. I hereby determine _____

3. A payment of \$_____ is offered as payment in full for the damage claimed.

Contracting Officer's Signature

Date

RELEASE

Contract release for an in consideration of receipt of payment in the amount shown in Item 3 of the Determination. Contractor hereby releases the Government from any and all claims arising under this agreement.

Contracting Officer's Signature

Date

1 Sample Incident Business Operating Guidelines

2 INCIDENT BUSINESS OPERATING GUIDELINES

3 _____
4 (unit name)

5 Enclosed are Operating Guidelines for incident business administration activities on the _____.
6 These guidelines are provided to support IMT operations and to provide consistency in incident business
7 management operations throughout the unit. Deviation from these guidelines will be negotiated with the
8 Incident Business Advisor (IBA) or Agency Administrator (AA) or Administrative Representative in
9 advance.

10 Incident Business Advisor

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

15 Name	Position	Work Phone	Cell Phone
---------	----------	------------	------------

16 Responsibilities

17 The IBA is a liaison between the Agency Administrator and the IMT. The IBA will make visits to any
18 established Incident Command Post (ICP), staging area, and other incident support locations (e.g.,
19 expanded dispatch, Buying Team [BUYT], administrative payment team [APT]) to facilitate
20 communication and successful incident business practices. Technical specialists may accompany the
21 IBA to assist in specific areas of concern (e.g., business, fiscal, or acquisition personnel). The IBA will
22 provide all incident support activities with telephone number(s) to ensure 24-hour contact for business
23 management assistance.

24 In dealing with cost containment issues, it is important for the IBA to be a partner with the IMT and AA
25 for effective cost containment balances, taking into consideration fire suppression tactics and strategies
26 relative to the incident. This requires aggressive action to highlight inappropriate or questionable
27 procurement requests as well as ineffective use of items under contract, plus exploration of alternatives,
28 whereby joint IC, AA, and IBA decision can be made.

29 Organization and Communications

30 Names of the individuals responsible for counterpart activities:

31 Acquisition	(name, work phone, cell phone)
32 Property Management	(name, work phone, cell phone)
33 Unit Dispatch	(name, work phone, cell phone)
34 Injury Compensation	(name, work phone, cell phone)
35 Claims (Property Loss/Damage)	(name, work phone, cell phone)

36 At a minimum, the Finance/Administration Section Chief (FSC) and IBA will establish a set time for
37 daily communications for information exchange and to report current progress of incident business
38 management operations.

39 Note: It is recommended the IBA contact the FSC after the IMT has been notified of release from the
40 incident, to ensure all financial documents are ready for transition to the incident agency, payment office

1 or replacement IMT and to check on the status and condition of payments processed by the
2 Finance/Administration section. Follow up will also be made following payments to provide information
3 on fiscal, procurement, etc. insights.

4 The Procurement Unit Leader (PROC) is responsible to communicate with the SPUL and Buying Team
5 Leader (BUYL) throughout the incident.

6 The open flow of communication between these parties will facilitate acquisition needs and property
7 tracking.

8 **Procurement**

9 The incident agency Administrative Representative provides the Finance/Administration Section with
10 the Incident Service and Supply Plan. Incident agency acquisition staff is available to discuss
11 information provided in the plan.

12 Service and Supply Plan to include:

- 13 • Acquisition Organization Chart including contact work and cell telephone numbers
- 14 • Emergency Service Providers (include APMC information, if applicable)
- 15 • List of *Emergency Equipment Rental Agreements* (EERAS) (The IMT is responsible to request
16 copies EERAs as necessary.)
- 17 • Supply/Service Vendors (include copies of Blanket Purchase Agreements [BPA])
- 18 • Local interagency agreements and operating plans
- 19 • Incident Agency and local unit procurement procedures
- 20 • Geographic Area Equipment Rates (*NWCG Standards for Interagency Incident Business
21 Management*, PMS 902, Chapter 20)
- 22 • Maps—geographical information

23 Many of the normal restrictions on purchasing supplies and services apply when buying for incident
24 operations. Some exceptions exist for emergency incident acquisition (e.g., commissary items and items
25 in lieu of per diem necessary for operating an incident camp). Procurement personnel will consult with
26 the IBA before purchasing such items.

27 Meal and motel tickets will be used and must be signed by both the procurement official and the
28 individual(s) to which issued.

29 **BUYT Procedures**

30 Initially, incident agency acquisition staff provides acquisition support to the IMT.

31 The incident agency's Administrative Representative determines the need to resource order a BUYT and
32 may assign incident agency acquisition staff to assist. The BUYT will follow *Interagency Buying Team
33 Guide* operating procedures and adhere to incident agency policy.

34 The IBA and/or appropriate official consult with the IMT and expanded dispatch regarding BUYT
35 release date.

36 BUYL is responsible to visit the ICP and incident support locations to establish open lines of
37 communication with IMT personnel (e.g., Expanded Dispatch, Logistics Section Chief [LSC], SPUL,
38 and PROC) to determine the ordering process.

1 **Property Management**

2 The IMT is responsible to cost-effectively manage incident-assigned property, including establishing
3 incident procedures for issuance and return of property.

4 The BUYL coordinates with IMT personnel to ensure tracking of sensitive, accountable property.

5 The IMT is responsible to ensure that property not returned is documented in accordance with incident
6 agency procedures, including, but not limited to vendor invoice deductions, completion of property
7 loss/damage forms.

8 Incident Replacement. All property treated as replacement will be so described on agency-specific
9 forms, Waybill, or left on the incident for rehab or mop up (manifest to the incident unit). All property
10 left on the unit at the close of the incident, will be properly temporarily transferred on the agency's form.

11 **Commissary**

12 The incident agency approves the use of agency commissary.

13 The IMT may resource order a national contract commissary. The FSC is designated as the contract
14 commissary Contracting Officer's Representative (COR) and will follow requirements and procedures
15 established in the national commissary contract, including establishment of hours of operation,
16 review/approval of items sold, completion of contractor performance evaluation, invoicing.

17 **Compensation for Injury and APMC**

18 The IMT Compensation/Claims Unit Leader (COMP) follows paperwork disposition procedures in the
19 SIIBM.

20 All medical services, APMC agreements, physicians, burn center, forms, etc., are included in the Service
21 and Supply Plan that will be given to the Finance/Administration Section. If the plan is not readily
22 available, contact the assigned Buying Unit or incident agency's acquisition staff for a copy of the
23 information.

24 **Information Systems Management**

25 The incident agency will provide the requested computer needs available to them. Although the
26 computer system may be used in support of the incident, it remains under the control of the incident
27 agency's computer specialist and Administrative Representative.

28 Following is a list of (unit name) computer personnel and their contact information.

29 *Name* *Phone*

30 **Incident Agency Payments**

31 A representative from the budget/fiscal acquisition staff will visit Finance/Administration units to ensure
32 accuracy of payment processes.

33 Invoices are to be forwarded to budget/fiscal or acquisition, as soon as completed, to ensure timely
34 payment to vendors and contractors. Hand-deliver invoices upon incident closeout to the budget/fiscal
35 unit. Ensure a Finance/Administration section employee is available to discuss incomplete payments or
36 those requiring additional clarification.

37 **Administrative Payment Teams (APT)**

38 The IBA, and/or FSC, and incident agency Administrative Representative determine the need for an
39 APT.

1 Normally, the APT will be ordered for incidents expected to exceed 2 weeks in duration and the incident
2 agency cannot provide payment support using regular payment procedures.

3 Prior to processing any payments, the APT meets with the incident agency's budget/fiscal staff to ensure
4 procedures are in place to avoid duplicate payments.

5 Depending on the length of the incident and size of vendor's operations, partial payments may be made
6 on a case-by-case basis. All payment documents should be submitted as they are closed out for
7 processing.

8 **End of Pay Period Time & Attendance Reports**

9 The IBA and FSC will determine the most efficient and effective means for processing/communicating
10 pay information to home units at the end of each pay period.

11 **Law Enforcement**

12 All criminal investigations will be conducted by the assigned criminal investigators and law
13 enforcement officers, and will be supervised by the Agency Law Enforcement Coordinator

14 *Name* *Phone*

15 Incident-assigned law enforcement personnel are responsible to complete other types of investigations
16 (claims, motor vehicle accidents, etc.).

17 **Closeout**

18 The Incident Finance Package will meet the standards outlined in Chapter 40 of the *NWCG Standards*
19 *for Interagency Incident Business Management*, PMS 902. The _____ (unit) also requires the
20 following:

21 1. xxxxx

22 2. xxxxx

23 3. xxxxx

24 The IBA and Administrative Representative will participate in the IMT exit interview. The IBA and
25 Administrative Representative provide input to the AA regarding IMT performance related to business
26 management. A Finance section closeout will be conducted per agency policy.

1 **Cost Log**

COST LOG	INCIDENT #:											
	DATE	PERSONNEL	AIRCRAFT	RETARDANT	EQUIPMENT/ AGREEMENTS	DAILY SUBTOTAL	SUPPORT COSTS	SUPPLY COSTS	DAILY COST	ADJUSTED COST	GRAND TOTAL	

1 **Complex, Merge, and Split Considerations**

#	Scenario	Issue	Effect IROC	e-ISuite	FireCode	IMT	ICBS-R	ICS-209
1	Multiple IMTs Managing one Incident	Have one incident and FireCode number being shared by two IMTs	Minimal effect – can block resource order numbers and select specific delivery location	Two separate databases with same incident number – can create duplicate invoices	No effect	Creates extra step for resource ordering and the IROC import process	One instance of incident in database with multiple delivery locations. All financial transactions will be to one incident order and one fire code.	One 209 created.
2	One IMT managing multiple incidents	The incidents are complexed	Utilize complex function, not merge. This creates a complex incident with subordinate incidents. The subordinate incidents maintain their integrity.	One database with parent complex code and multiple incidents being managed one	When establishing the complex code, need to associate incidents within that complex	Simplifies ordering and reporting (if ordering by complex). Complicates separating costs per incident.	Supply resources will have to be ordered and tracked per incident. Or all supply resources are ordered with the complex incident and fire code.	1) Create separate 209 for each incident within the complex. 2) One 209 for the complex may be created. Incidents with individual 209s should finalize those 209s. IMT may elect to use one pre-existing incident 209 (and the same incident number) or create a new one (with new incident number).
3	One IMT managing multiple incidents	The incidents were not complexed	Resources need to be ordered on specific incident	(1) If handle under one database, difficult to manually separate out (2) Issue of managing multiple databases	One FireCode for each incident	Required to separate resources	Minimal effect if ordering is kept separate	Create a separate 209 for each incident.
4	One IMT managing multiple incidents – Two or more incidents have merged (burned together)	Handle merged fires as separate fires	No effect	No effect	No effect – separate codes maintained	No effect – Challenge is managing the acreage split & costs	Supply resources will have to be ordered and tracked per incident.	Continue to report separate on individual 209s.

#	Scenario	Issue	Effect IROC	e-ISuite	FireCode	IMT	ICBS-R	ICS-209
5	One IMT managing multiple incidents – Two or more incidents have merged (burned together)	Handle merged fires as single fire	Merge fires in system: Choose primary incident, other incident(s) merge into primary – Generates new resource order numbers to non-primary incident	Demob resources from non-primary fires and add to primary fire with new resource numbers. If merged in database, cannot split back out without a lot of manual work.	No effect – code from primary fire utilized	Accommodate for new resource order numbers and may still track fires individually	No effect as long as IROC has merged the incidents and passed information to ICBS	Aggregate merged fires on one 209. If each fire has an existing 209, finalize one 209 and use the other for the new merged fire (indicate merge in Remarks on both 209 for cross referencing).
6	Multiple incidents managed by one IMT to now be managed by multiple IMTs – maintaining integrity of individual fires	Not complexed – same Fire Code and Incident Numbers are maintained	No effect	If fires are in one database, very difficult to split into separate databases.	No effect	No effect	No effect	IMTs continue process of 209 submission for each fire without interruption.
7	Reorganization or split of a complex or incident, multiple IMTs	Various options and combinations of data management (issue: Lose the integrity of individual fires and creates issues through all fire systems)	Can accommodate moving an incident in or out of another complex or incident	If fires are in one database, very difficult to split into separate databases. Difficult to keep historic integrity once the database is separated out.	If a new Fire Code is created, should document the updates. Any changes to complexes and associated fires.	Not difficult	Will need individual incident number and fire code to process supply requests.	Complicated for 209 reporting. A split of one fire under multiple IMTs: initiate new 209 for one of the fires (assuming a 209 already exists for the pre-split fire). Indicate split on both 209s. A split of a complex, multiple IMTs: fires that previously had individual 209s should reactivate those 209s under their original incident numbers. Or initiate new 209s under new incident numbers if none existed

1

#	Scenario	Issue	Effect IROC	e-ISuite	FireCode	IMT	ICBS-R	ICS-209
8	Loaning resources among IMTs	Various options and combinations of resource and data management (Issue: Communication between teams on reporting time and costs – tracking costs)	Should be reassigned	Demob resource. If resource is not reassigned, setup toe correct incident in existing database and report costs to other IMT.	No effect	Reluctant to reassign due to losing direct control of resource	Will be unable to credit or charge for refurb of items that were loaned to another incident using the “loaned” incidents financial code. Would be better to reassign or forward.	Add and subtract resources from among the sharing fires on the 209 for each incident.
9	Incident(s) or Complex(s) crossing geographic areas	Multiple dispatch centers (Issue: Which geographic area and dispatch center is hosting the incident)	Assign one geographic center and expanded dispatch – When the incident is returned to local jurisdiction make sure it is returned to original dispatch center	No effect	Do not create a new Fire Code when fire crosses jurisdictional boundaries – One Fire Code per incident	No effect	No effect as long as the incident order and fire code does not change.	Two GAs may agree to split the incident between them. The IMT must submit a new 209 to the new GACC (will require a new incident number, but not necessarily a new incident name). Acres, resources, costs, etc., must also be split accordingly. The two geographic areas need to coordinate reporting burned acres by ownership on each GA’s respective Situation Reports (done by the local dispatch centers).

1 **All-Hazards Checklist**

2 Pre-Incident

- 3 Copies of Agreements (interagency, joint powers, cost share, cooperative, local, etc.)
- 4 Copies of Emergency Planning Documents (Pandemic, Hurricane. All-Hazards Response Guides,
5 etc.) that are applicable, if any
- 6 Geographic Area Supplements

7 Arrival at Incident

- 8 Participate in any in-briefings regarding the incident response
- 9 Contact Numbers of Key Agency Fiscal Personnel/Assigned Liaison, if one assigned
- 10 Incident Agency Business Operating Guidelines
- 11 Copy of Incident Agency organization chart, telephone list
- 12 Copy Incident Action Plan (IAP)
- 13 Copy Wildland Fire Decision Support System (WFDSS)
- 14 Copy of Delegation of Authority
- 15 Determine how medical care being handled
- 16 Procedures for hiring and paying casualties
- 17 Determine ordering processes in place or anticipated (EMAC, FEMA)
- 18 Determine who and how incident procurements are being handled
- 19 Understand expenditure, purchasing, and property restrictions
- 20 Determine Incident Agency Finance Package Guidelines
- 21 Determine the need to establish agreements with other federal partners (i.e., incidents on federal
22 lands where another federal agency comes to assist)
- 23 Local area and state maps
- 24 Copy of Emergency Support Function, Regional Operations Center, Area Command, Incident
25 Management Team (IMT) and Incident Agency Briefing schedules and conference call times

26 During Incident

- 27 Incident periods, FEMA declaration time frames *
- 28 Copies of any FEMA Mission Assignment(s) (MA) *
- 29 Meet with Key Agency Personnel to discuss financial guidelines, issues, and concerns
- 30 All Accounting Codes applicable to the incident response *
- 31 Initiate incident cost accounting to meet agency reimbursement needs

- 1 ESF4 – Organization Chart for the Incident, if applicable
- 2 ESF, Regional Coordinator Center, or Joint Field Office Organization Chart with contact names and
- 3 numbers, as needed
- 4 On-scene FEMA contact name(s) and numbers
- 5 Post Incident
- 6 Participate in transition meeting with incoming/outgoing financial staff advisors
- 7 Close out with AA or designee
- 8 * May also be obtained at incident arrival and/or need to check on an on-going basis for additions.

The *NWCG Standards for Interagency Incident Business Management* is developed and maintained by the Incident Business Committee (IBC), an entity of the National Wildfire Coordinating Group (NWCG).

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