

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

# **Interagency Incident Business Management Handbook**



**NWCG Handbook 2  
PMS 902  
NFES 2160**

**August 2012**

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# Interagency Incident Business Management Handbook

August 2012  
PMS 902  
NWCG Handbook 2  
NFES 2160

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INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

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## Chapter 90

### All-Hazards Incident Business Management

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**AUTHORITY**

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

**OBJECTIVE**

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

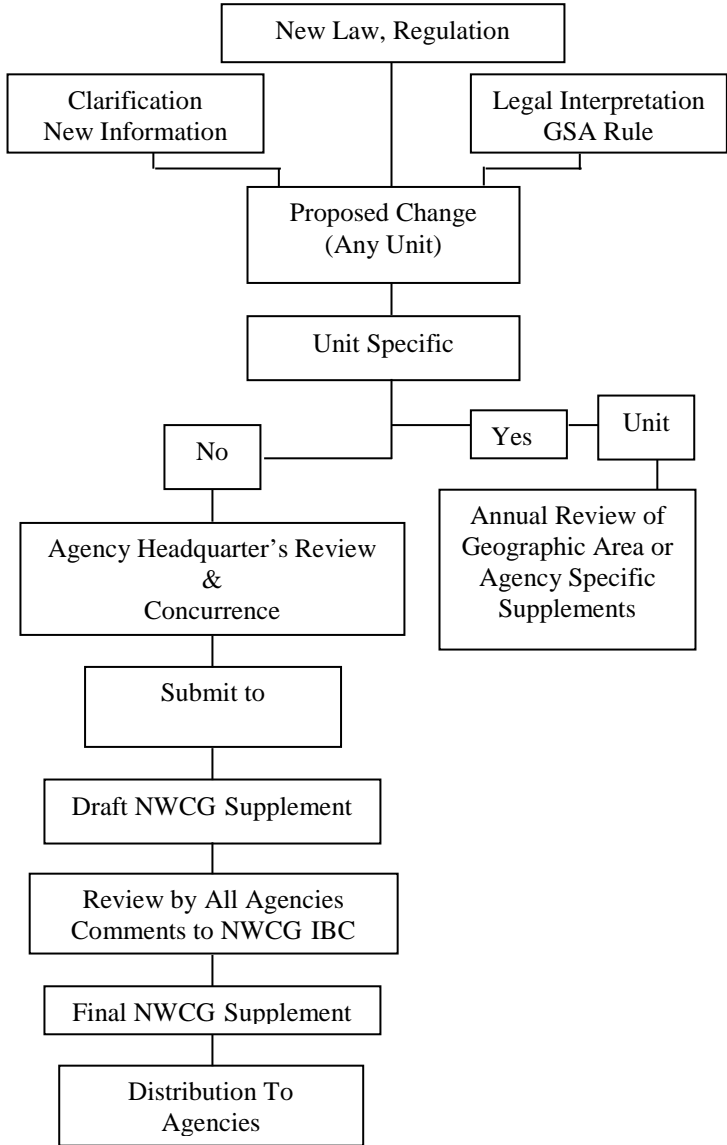
- Uniform application of regulations on the use of human resources, including classification, payroll, commissary, injury compensation, and travel.
- Acquisition of necessary equipment and supplies from appropriate sources in accordance with applicable procurement regulations.
- Management and tracking 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.

**POLICY**

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

This handbook must be kept current and made available to incident and agency personnel. Changes to the handbook may be proposed by any agency for a variety of reasons: new law or regulation, legal interpretation or opinion, clarification of meaning, etc. If the proposed change is relevant to other agencies, the proponent agency should first obtain national headquarter's review and concurrence before forwarding to the NWCG Incident Business Committee (IBC). The IBC will prepare draft NWCG amendments for all agencies to review before finalizing and distributing. (Reference the following chart.)

- 1 The IBC maintains a website that contains this handbook, handbook
- 2 supplements and amendments and links to geographic and NWCG member
- 3 specific sites.



**RESPONSIBILITIES**

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

**DEFINITIONS**

Definitions used throughout this handbook are located in Appendix C - Glossary. Specific definitions unique to a chapter are found within that chapter.

**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.

**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 Administratively Determined (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.

**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 AD Pay Plan for Emergency Workers.
- Ensure incident qualifications are current.

**DEFINITIONS**

Definitions used throughout this chapter are located in Appendix C – Glossary

**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. (Exhibit 10)

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

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

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

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

**Casuals**

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

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

7  
8 Hiring officials will complete the Single Resource Casual Hire Information  
9 Form, PMS 934 (Exhibit 9) at the time of hire and obtain the casuals signature.  
10 Retain a copy for the hiring unit and provide a copy to the casual. Follow  
11 agency policy for disposition of the original. This form is not required when  
12 hiring crews.

13  
14 If the requesting incident agency has identified on the resource order that  
15 electronic devices such as cell phones, etc. are required to accompany the  
16 ordered individual, the hiring official will assist the individual with obtaining  
17 government issued or acquired property prior to dispatch. If the hiring unit is  
18 unable to provide government owned or acquired equipment, advise the  
19 individual to contact the incident assignment supervisor upon arrival.

20  
21 Agencies, IMTs or incident support units should not establish Emergency  
22 Equipment Rental Agreements (EERA) or other federal contracts for personal  
23 computers, laptops, cellular phones, personal data assistants (PDA), cameras,  
24 global positioning systems (GPS), or other electronic devices. The incident unit  
25 should provide these items if required by the position.

26  
27 Federal and state income taxes will be withheld from the casual's earnings.  
28 Casuals must be provided the opportunity to complete appropriate federal and  
29 state income tax withholding forms at the time of hire to ensure the correct  
30 amount of tax is withheld.

31  
32 Casual earnings may be subject to Social Security earnings limitations. Casuals  
33 should contact the Social Security office to determine applicability.

34  
35 Casuals are required to adhere to established incident behavior responsibilities  
36 and may be released if inappropriate behavior occurs.

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

5  
6 Reference Exhibit 1 – Administratively Determined (AD) Pay Plan for key  
7 positions that may only be filled by current agency employees and for direction  
8 on hiring state, local and tribal government employees.

9  
10 It is recommended the following positions also be filled by current agency  
11 employees: Incident Business Advisor (IBA), Finance/Administration Section  
12 Chief (FSC), Procurement Unit Leader (PROC), Compensation/Claims Unit  
13 Leader (COMP), and Compensation for Injury Specialist (INJR). If these or any  
14 other positions are filled through the use of the AD Pay Plan, the hiring official  
15 is responsible to ensure the individual has maintained current qualifications and  
16 experience.

17  
18 Casuals hired under the AD Pay Plan cannot supervise, hire, order, or  
19 recommend payments that in any way affect a company or contractor the casual  
20 has ownership or employment with, or perform any other financial  
21 responsibilities to, or for, the company or contractor on an incident. If such  
22 working conditions exist on an incident or other workplace, the casual shall  
23 immediately disclose any relationship with the company or contractor to the  
24 immediate supervisor and the Agency Administrator (AA), IBA, or FSC for  
25 immediate action.

26  
27 Persons hired as casual firefighters must meet the following requirements:

- 28
- 29 • Be at least 18 years old.
- 30
- 31 • Minimum physical fitness standards as established by agency policy.
- 32
- 33 • Minimum training requirements for the position before assignment.
- 34
- 35 • Agency security requirements.
- 36
- 37 • Have proper clothing and footgear.
- 38
- 39 • All small unit leadership, e.g., crew bosses and assistants, squad bosses  
40 and/or crew section leaders, engine supervisors (captains) and assistants  
41 (engineers), must be proficient in the English language and the language  
42 used by members of their crew/units.



**Hiring of 16 and 17 Year Olds**

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

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

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

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

**Hiring of Federal Retirees**

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

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

**Volunteers Under Formal Agreement**

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

**Using Regular Government Employees From Federal Agencies**

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

**Cooperators**

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

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

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

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

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

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

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

**PAY PROVISIONS****OBJECTIVE**

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

**RESPONSIBILITIES**

Incident Management Team (IMT) responsibilities:

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

Home Unit responsibilities:

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

**One-Day Assignments (0001 to 2400 Hours)**

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

**Multiple-Day Assignments**

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

1           **Exception:** When personnel are required to take a mandatory day off  
2           which falls on their normal day off, there will be no pay or any other  
3           form of pay compensation.  
4

5           Record “Day Off” (to signify mandatory day off) in the On/Off columns  
6           on the Crew Time Report (CTR), SF-261, and the Start/Stop columns  
7           on the Emergency Firefighter Time Report, OF-288. Leave the hours  
8           column blank on the OF-288. Home unit timekeeper applies agency  
9           pay regulations to determine compensable hours for a day off.  
10

11           Those individuals’ under a compressed 9 hour or 10 hour work  
12           schedule are ensured 9 or 10 hours base pay per day in accordance with  
13           their regular tour of duty.  
14

15           Individuals’ on first 40 hour tours or flexible work schedules are  
16           converted to a first 8 hour tour when assigned to an incident, and are  
17           compensated at overtime rates for all hours in excess of 8 hours in a  
18           workday.  
19

20           The entitlement for the guarantee does not begin or end at any specific  
21           time during a day, but is calculated at the end of the calendar day to  
22           ensure the individuals’ compensation for work, compensable travel and  
23           ordered standby is at least equal to their base.  
24

- 25           • Spot Change Tour of Duty – After the first day on an incident,  
26           individuals’ are spot changed to a first 8, 9, or 10 hour daily tour of  
27           duty, depending upon their weekly tour of duty. The individual  
28           resumes their normal daily tour of duty on the day following return  
29           from the incident.  
30

31           For a 2 day incident, the unit may elect to not spot change the  
32           individuals’ daily tour of duty.  
33

- 34           • Differentials for Regular Federal Employees
  - 35
  - 36           ○ Night Work on the Incident – A regular federal employee who  
37           has been spot changed to a first 8, 9, or 10 hour daily tour of  
38           duty is entitled to night differential pay for all non-overtime  
39           hours worked between 1800 and 0600 hours. (Comp. Gen. B-  
40           193068, 5/22/84.) When Federal Wage System employees  
41           work nights, refer to normal shift requirements.

- 1                   ○ Retaining Regular Shift Differential on the Incident – Federal  
2                   Wage System employees whose daily tour of duty at the home  
3                   unit includes a shift differential will continue to receive the  
4                   differential while assigned to the incident even though the  
5                   temporary assignment does not include shift work. General  
6                   Schedule (GS) employees are not entitled to retain night  
7                   differential pay on the incident.  
8
- 9                   ○ Retaining Sunday Differential on the Incident – Temporary  
10                  changes in the daily tour of duty do not change the days of an  
11                  individual's weekly tour of duty. Individuals' who are entitled  
12                  to a Sunday differential during their weekly tour of duty at the  
13                  home unit retain the Sunday differential while assigned to the  
14                  incident.  
15
- 16                  Individuals' whose weekly tour of duty does not include  
17                  Sunday differential may not be paid Sunday differential on the  
18                  incident.  
19
- 20                 ○ Regularly Scheduled Overtime – Both Federal Wage System  
21                 (WG, WL, WS) and General Schedule employees (GS), who  
22                 are compensated for regularly scheduled overtime, lose this  
23                 entitlement when spot changed to a first 8, 9, or 10 hour daily  
24                 tour of duty.  
25

### 26 **Last Day of the Incident**

27  
28 For pay purposes, the last day of the incident is the last day of actual work or  
29 compensable travel connected with the incident.  
30

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

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

- 7
- 8 • Return Outside Individuals' Weekly Tour of Duty – If the last day of  
9 the incident is not part of the individuals' weekly tour of duty, the  
10 individual is compensated only for those hours in actual work or  
11 compensable travel status. Compensation will be under Title 5 USC or  
12 FLSA as appropriate.
- 13
- 14 • Tour of Duty on the Last Day of the Incident – Any amount of recorded  
15 and compensable time on the incident requires the entire last day be  
16 completed on the nonstandard first 8, 9, or 10 hour daily tour of duty.  
17 This applies even though regular or non-emergency duties are resumed.
- 18

19 The individual returns to the regularly scheduled daily tour of duty on  
20 the next work day after emergency incident work or return travel  
21 (Reference Spot Change).

### 22

### 23 **Detail Assignments**

24

25 Agencies may enter into agreements to provide personnel for extended periods  
26 of time to meet staffing needs. This may be done through an interagency  
27 agreement or through the use of the Preparedness/Detail request (National  
28 Interagency Mobilization Guide, Chapter 20). A detail assignment in this context  
29 does not require a formal personnel action. Personnel on a detail assignment are  
30 compensated under normal regulations including pay for travel, overtime, and  
31 per diem. Personnel are under their normal tour of duty, unless this has been  
32 changed between agreement of the requesting unit and home unit.

### 33

### 34 **Off-Site/Remote Incident Assignments**

35

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

Availability

- Federal employees must obtain supervisory approval.
- State/local/tribal employees must obtain supervisory approval and meet agency specific requirements.
- Administratively Determined (AD) employees are eligible based on agency specific and hiring unit requirements.

Ordering Process

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

Home Unit Responsibilities

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

Time

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

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



1 Scenario #1 – Employee is physically located at the duty station, or other  
2 designated off-site location, and resource ordered to support an incident for  
3 100% of their duties.

- 4
- 5 • Employee is required to do a spot change in their tour of duty to first 8  
6 (9 or 10).
- 7
- 8 • Base and overtime hours are coded to the incident as prescribed by  
9 agency specific policies.
- 10
- 11 • Employee is entitled to guaranteed base hours for each work day as  
12 prescribed in Multiple Day Assignments Section.
- 13
- 14 • Employee must comply with work/rest requirements.
- 15

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

- 19
- 20 • Resource order must document the employee is being “ordered to be  
21 available for incident response resulting from the emergency”.
- 22
- 23 • Employee does not do a spot change in tour of duty.
- 24
- 25 • Employee is required to perform home unit duties and account for base  
26 hours against home unit job code, with regular hours or leave.
- 27
- 28 • Incident support after regular work hours are considered overtime and  
29 charged to the incident job code.
- 30
- 31 • Employee is NOT entitled to guaranteed base hours for each work day  
32 as prescribed in Multiple Day Assignments Section.
- 33
- 34 • Employee must comply with work/rest requirements.
- 35

36 Regardless of the type of hire (full-time or intermittent), ADs are not entitled to  
37 guaranteed hours at their home unit per the AD Pay Plan.

38

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

1 The employee will apply approved safeguards to protect Government/Agency  
2 records from unauthorized disclosure or damage and will comply with the  
3 Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-  
4 579, codified at Section 552a, Title 5 U.S.C.

### 6 **On-Shift Time**

7  
8 On-shift time includes actual work, ordered standby, and compensable travel.  
9 On-shift time has a specific start and ending time and is recorded as clock hours.  
10 Individuals' are required to report to their designated work site as scheduled,  
11 ready and willing to perform work safely.

### 13 **Travel and Related Waiting Time**

14  
15 All travel to an emergency incident is compensable because it results from an  
16 event which could not be scheduled nor controlled administratively by agency  
17 management (5 CFR 550.112. (g)(2)(iv)). Severity and Emergency Stabilization  
18 Rehabilitation (ESR) Team assignments are also included under this  
19 authorization.

20  
21 Burned Area Emergency Response (BAER) Implementation Team and  
22 Prevention Team assignments may or may not be administratively  
23 uncontrollable. If it is determined to be administratively controllable, travel time  
24 may be compensable under regular travel pay authorities.

25  
26 Prescribed fires and detail assignments are considered administratively  
27 controllable; therefore, travel is not compensable under emergency authorities,  
28 but may be compensable under regular travel pay authorities.

29  
30 An individual may be compensated for travel from home to the incident when it  
31 is a more direct route and only for the time that exceeds the normal time from  
32 home to work (5 CFR 550.112. (j)(2)).

33  
34 Compensable time begins when the individual starts travel as outlined above or  
35 when they report to the point of departure. Time spent at individuals' residence  
36 preparing for an incident assignment is not compensable.

1 Following are emergency travel compensation rules. These rules apply to both  
2 regular federal employees and casuals, except where noted.  
3

- 4 • Ordered Travel – All hours of actual travel are compensable. This  
5 includes traveling from a sleeping facility to the work site, e.g., incident  
6 base, fireline, dispatch office, buying team location. There is no  
7 limitation on hours, except for waiting time and meal breaks as  
8 provided below.  
9
- 10 • Travel Interruptions – Employees are in compensable travel status for  
11 only actual travel and for “usual waiting time” which interrupts travel.  
12 Usual waiting time is defined as time necessary to make connections in  
13 ordinary travel situations and travel interruptions as delays when  
14 waiting at the airport terminals due to hazardous weather, heavy holiday  
15 traffic, airline mechanical problems, etc.  
16

17 Travel interruptions during a period of continuous travel are  
18 compensable up to 3 hours as overtime if the travel time occurs outside  
19 of the regular tour of duty, except as noted in the Meal Breaks section.  
20 Travel interruptions exceeding 3 hours (per one-way trip, to or from the  
21 destination) where individuals’ are free to sleep, eat, or, to a limited  
22 degree, pursue personal activities including waiting at an airport or  
23 other transportation site, are not compensable, and must be shown on  
24 the CTR, SF 261, as a travel interruption. In addition, the 3hour  
25 maximum limitation applies even when the one-way trip spans 2  
26 calendar days (50 Comptroller General Decision (CG) 519, 1/26/1971).  
27

28 If the interruption occurs during hours within the regular tour of duty,  
29 time is compensable except for meal breaks.  
30

- 31 • Meal Breaks – Time spent eating during travel interruptions is  
32 noncompensable, e.g., eating while waiting in an airport or stopping at a  
33 restaurant, and must be shown as a break on the CTR, SF-261. Time  
34 spent eating while traveling in a plane, bus, or other vehicle is  
35 compensable.  
36
- 37 • Commuting Between Incident Work Site and Residence – When  
38 subsistence and lodging are available at the incident, transportation and  
39 travel time will not be paid for commuting between the duty location  
40 and the individuals’ residence.

1            Return Travel – Return travel for employees is compensable when the  
2            initial travel resulted from an event, which could not be scheduled or  
3            administratively controlled (emergency incident). The time is  
4            compensable as overtime when the individual has completed the daily  
5            tour of duty.

6  
7            Individuals' whose initial travel did not result from an administratively  
8            uncontrollable event will have their entitlement to return travel  
9            compensated according to pay regulations under FLSA, (5 CFR  
10           550.112(g) and 5 CFR 551.422(a)) (5 USC 5544 for Federal Wage  
11           System employees).

12  
13           Coordination with home unit and incident agency for pre-authorization  
14           is required for an individual to deviate from return travel upon  
15           demobilization from an incident. Compensation for return travel ends  
16           at the point and time the deviation occurs. Employees will be in a leave  
17           or non-pay status if the base hour requirement for the day has not been  
18           met. Once travel to the home unit resumes, it is considered  
19           administratively controllable and those pay provisions apply (Travel  
20           Section).

### 21 22 **Ordered Standby**

23  
24           An employee is on duty and time spent in ordered standby is hours of work if,  
25           for work-related reasons, the employee is restricted by official order to a  
26           designated post of duty and is assigned to be in a state of readiness to perform  
27           work with limitations on the employee's activities so substantial that the  
28           employee cannot use the time effectively for his or her own purposes. A finding  
29           that an employee's activities are substantially limited may not be based on the  
30           fact that an employee is subject to restrictions necessary to ensure that the  
31           employee will be able to perform his or her duties and responsibilities, such as  
32           restrictions on alcohol consumption or use of certain medications (5 CFR  
33           551.431(a)(1)).

34  
35           Incident agencies or IMTs that utilize ordered standby must document the  
36           decision and clock hours in writing on the CTR, SF-261. The clock hours must  
37           be recorded on the Emergency Firefighter Time Report, OF-288, for all  
38           compensable hours under ordered standby. Ordered standby demands careful  
39           attention to ensure that compensation is paid where warranted and not paid when  
40           inappropriate (5 CFR 551.431).

1 The following guidelines are provided for uniformity:  
2

- 3 • Compensable standby shall be limited to those times when an individual  
4 is held, by direction or orders, in a specific location, fully outfitted and  
5 ready for assignment (15 Federal Labor Relations Authority (FLRA)  
6 No. 91, August 9, 1984; 52 Comp. Gen. 794; and Hyde v. United  
7 States, 209 Ct. Cl. 7456, 1976).  
8
- 9 • Individuals' are not entitled to standby compensation for time spent  
10 eating when actual work is not being performed. This applies even  
11 though the individuals' may be required to remain at the temporary  
12 work site.  
13
- 14 • Time spent in a mobilization or demobilization center, or other general  
15 area, including incident base, where the individual can rest, eat, or, to a  
16 limited degree, pursue activities of a personal nature is not compensable  
17 as ordered standby.  
18

19 Such time is compensable only to the extent needed to complete the guaranteed  
20 hours (8, 9, or 10) for that calendar day. No pay authority exists to guarantee  
21 individuals' more than their base hours. ICs or AAs do not have the authority to  
22 guarantee more than base hours.  
23

#### 24 **On-Call**

25  
26 An employee will be considered off duty and time spent in an on-call status shall  
27 not be considered hours of work if:  
28

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

**Off-Shift Time**

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

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

**Meal Periods**

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

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

- 1 • The fire is not controlled, and
- 2
- 3 • The Operations Section Chief makes a decision that it is critical to the
- 4 effort of controlling the fire that personnel remain at their post of duty
- 5 and continue to work as they eat, and
- 6
- 7 • The compensable meal break is approved by the supervisor at the next
- 8 level and it is documented on the CTR, SF-261.
- 9

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

14  
15 Compensable meal breaks include time spent eating while traveling in a plane,  
16 bus, or other vehicle.

17  
18 For personnel in support positions, and fireline personnel after control of the  
19 fire, a meal period of at least 30 minutes must be ordered and taken for each  
20 work shift e.g., a minimum 30 minute break for shifts of 8 hours or more.

### 21 22 **Work/Rest, Length of Assignment, and Days Off**

23  
24 To maintain safe and productive incident activities, incident management  
25 personnel must appropriately manage work and rest periods, assignment duration  
26 and shift length for all incident personnel.

27  
28 To assist in mitigating fatigue, days off are allowed during and after assignments.  
29 If necessary to reduce fatigue, the Type 1/2 Incident Commander (IC) or Agency  
30 Administrator (AA) (incident host or home unit) may provide time off  
31 supplementary to mandatory days off requirements.

32  
33 For Type 3-5 incidents, paid days off should be the exception. However, if  
34 necessary, the Agency Administrator (incident host or home unit) may authorize  
35 day(s) off with pay.

36  
37 The IC or AA authority to grant a day off with pay lies within 5 USC 6104, 5  
38 CFR 610.301-306, and 56 CG Decision 393 (1977)

**Work/Rest Guidelines**

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

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

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

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

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

**Incident Operations Driving**

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



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

- 4
- 5 • No driver will drive more than 10 hours (behind the wheel) within any  
6 duty-day.
- 7
- 8 • Multiple drivers in a single vehicle may drive up to the duty-day  
9 limitation provided no driver exceeds the individual driving (behind the  
10 wheel) time limitation of 10 hours.
- 11
- 12 • A driver shall drive only if they have had at least 8 consecutive hours  
13 off duty before beginning a shift.
- 14

15 Exception to the minimum off-duty hour requirement is allowed when  
16 **essential** to:

- 17
- 18 ○ accomplish **immediate** and **critical** suppression objectives, or
- 19
- 20 ○ address **immediate** and **critical** firefighter or public safety issues.
- 21
- 22 • As stated in the current agency work/rest policy, documentation of  
23 mitigation measures used to reduce fatigue is required for drivers who  
24 exceed 16 hour work shifts. This is required regardless of whether the  
25 driver was still compliant with the 10 hour individual (behind the  
26 wheel) driving time limitations.
- 27

### 28 **Length of Assignment**

- 29
- 30 • Assignment Definition - An assignment is defined as the time period  
31 (days) between the first full operational period at the first incident or  
32 reporting location on the original resource order and commencement of  
33 return travel to the home unit.
- 34
- 35 • Length of Assignment - Standard assignment length is 14 days,  
36 exclusive of travel from and to home unit, with possible extensions  
37 identified below.
- 38

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

41

- 1 • Days Off - After completion of a 14 day assignment and return to the  
2 home unit, 2 mandatory days off will be provided (2 after 14) (state  
3 regulations may preclude authorizing this for State employees). Days  
4 off must occur on the calendar days immediately following the return  
5 travel in order to be charged to the incident (5 USC 6104, 5 CFR  
6 610.301-306, and 56 Comp. Gen. Decision 393 (1977)). If the next  
7 day(s) upon return from an incident is/are a regular work day(s), a paid  
8 day(s) off will be authorized.  
9

10 Pay entitlement, including administrative leave, for a paid day(s) off  
11 cannot be authorized on the individuals' regular day(s) off at their home  
12 unit.  
13

14 Agencies will apply holiday pay regulations, as appropriate. A paid day  
15 off is recorded on home unit time records according to agency  
16 requirements.  
17

18 Casuals (ADs) are not entitled to paid day(s) off upon release from the  
19 incident or at their point of hire.  
20

21 Contract resources are not entitled to paid day(s) off upon release from  
22 the incident or at their point of hire.  
23

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

28 All length of assignment rules apply to aviation resources, including  
29 aircraft pilots, notwithstanding the FAA and agency day off regulations  
30 (reference the appropriate aviation contracts).  
31

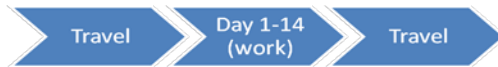
- 32 • Assignment Extension - Prior to assigning incident personnel to back-  
33 to-back assignments, their health, readiness, and capability must be  
34 considered. The health and safety of incident personnel and resources  
35 will not be compromised under any circumstance.  
36

37 Assignments may be extended when:

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

1 Upon completion of the standard 14 day assignment, an extension of up to  
2 an additional 14 days may be allowed (for a total of up to 30 days,  
3 inclusive of mandatory days off, and exclusive of travel). Regardless of  
4 extension duration, 2 mandatory days off will be provided prior to the 22<sup>nd</sup>  
5 day of the assignment. When personnel are required to take a mandatory  
6 day off, which falls on their normal day off, there will be no pay  
7 compensation.

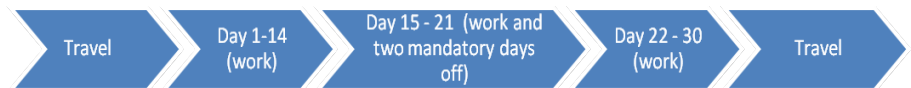
8  
9 14 Day Scenario



10  
11  
12 21 Day Scenario



13  
14  
15 30 Day Scenario



16  
17  
18 Contracts, I-BPAs, and EERAs should be reviewed for appropriate pay  
19 requirements and length of assignment. If the contract, I-BPA, or EERA  
20 does not address, the incident FSC or the procurement official should be  
21 consulted as to whether compensation for a day off is appropriate.

22  
23 Single Resource Extensions:

24  
25 The Section Chief or IC will identify the need for assignment extension  
26 and will obtain the affected resources concurrence. The Section Chief  
27 and affected resource will acquire and document the home unit  
28 supervisor’s approval.

29  
30 The IC approves the extension. If a geographic or national multi-  
31 agency coordinating group (GMAC/NMAC) is in place , the IC  
32 approves only after GMAC/NMAC concurrence.

33  
34 The home unit supervisor and affected resource must concur with the  
35 assignment extension.

1           IMT Extensions:  
2

3           IMT extensions are to be negotiated between the incident AA, the IC,  
4           and the GMAC/NMAC (if directed).  
5

6           A sample Length of Assignment Extension form can be found in  
7           Appendix B – Tool Kit. A copy of the documentation should be  
8           attached to timesheets.  
9

### 10 **Management Directed Days Off at Home Unit**

11  
12 Supervisors must manage work schedules for initial attack, dispatch and incident  
13 support personnel during extended incident situations. During periods of non-  
14 routine or extended activity, these employees will have a minimum of 1 day off  
15 in any 21 day period. This minimum requirement should rarely be needed since  
16 scheduled days off are normally given much more frequently during periods of  
17 routine activity. State policies apply to state personnel.  
18

19 Indicators of the need for a day off include long shifts, but equally important, the  
20 actual observation of the physical and mental condition of the employee. This is  
21 a critical responsibility of every manager and supervisor.  
22

23 Required days off for employees assigned to an incident at their home unit are  
24 not compensable when they occur on the employee's regularly scheduled day(s)  
25 off. Management directed day(s) off on an employee's regularly scheduled  
26 workday(s) are considered excused absences and are compensable. Agency  
27 policy determines approval authority level and documentation requirements for a  
28 management directed day off. Home unit records management directed days off  
29 per agency requirements. A management directed day off may only be given  
30 when the employee is at the home unit and is charged to home unit funds (cannot  
31 be charged to incident funds).  
32

### 33 **Other Pay Provisions**

- 34
- 35       • Supervisory Personnel – Time spent in planning and technical sessions,  
36       arranging for tools and transportation, refurbishing equipment and  
37       performing supervisory duties such as completing CTRs, giving  
38       assignments, etc., is compensable as work time.
  - 39       • Holiday Pay – Regular government employees who are spot changed to  
40       a first 8, 9, or 10 hour tour of duty are compensated for holiday pay if  
41

1 the individual would have been entitled in their regular position.  
2 Additional hours are treated as overtime and paid at applicable rates.  
3

- 4 • Inadequate Food or Lodging – Inadequate food or lodging situations  
5 should be the exception. When nonexempt regular government  
6 employees and casuals do not receive adequate food or lodging, they  
7 shall be in pay status the entire time they are working, sleeping, or  
8 eating (Comp. Gen. B-230414, 1/10/90).  
9

10 Adequate food is defined as: meals ready to eat (MREs), sack lunches,  
11 military-type rations, hot can, or similar meals.  
12

13 Adequate lodging is described as: a sleeping bag (paper or cloth) or a  
14 blanket or equivalent covering to provide protection from the elements  
15 for sleeping.  
16

17 Regular government employees must be in nonexempt status to qualify  
18 for compensation. There is no authority to grant compensation for  
19 these conditions to exempt employees. Exempt employees can only be  
20 compensated for on-shift time.  
21

22 ICs are responsible for determining when an inadequate food or lodging  
23 situation exists. This must be documented on the CTR, SF-261, in the  
24 remarks section. Hours recorded for an inadequate food or lodging  
25 situation count as hours of work for computation of the 2:1 work/rest  
26 ratio.  
27

- 28 • Callback Provisions – The 2-hour call back provision in law does not  
29 apply when assigned to an incident.  
30
- 31 • Sickness – A regular government employee who has been determined  
32 by their incident supervisor to be unable to perform work due to non-  
33 work related illness is placed in leave status, e.g., sick, annual or leave  
34 without pay, if the day is within the individual's weekly tour of duty at  
35 the home unit. If outside the individuals' weekly tour of duty, the  
36 individual is not entitled to compensation.  
37

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

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

25 There is no provision in law to waive any salary payments received by  
26 an employee that exceeds the annual maximum earnings limit. Federal  
27 employees should monitor their total earnings to ensure they do not  
28 exceed the annual maximum earnings limitation.  
29

### 30 **Hazard Pay for General Schedule Employees**

31  
32 OPM regulations provide for payment of a differential to GS employees who are  
33 exposed to unusual physical hardship or hazardous duty.  
34

35 This authorization is based upon the inability to mitigate the hazard. ICs and  
36 AAs should not unduly expose any person to hazardous situations and will  
37 document, in writing, the incident records if personnel are unduly exposed to  
38 hazardous situations (5 CFR 550.901 through 550.907).  
39

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

## Definitions for Hazard Pay Purposes

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

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

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

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

Certain positions are not entitled to specific hazard pay differentials because the hazard has been considered in the classification of the position. The following positions are not entitled to hazard pay for the hazards shown:

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

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

1 **Criteria for Entitlement to Hazardous Pay Differential for Irregular and**  
2 **Intermittent Hazardous Duties (5 CFR 550.904)**  
3

4 Full-time, part-time, and intermittent GS employees are eligible for hazard pay  
5 differential computed at 25 percent of the base rate when performing duties  
6 specified below:  
7

8 Any member of the incident fire suppression organization is eligible for hazard  
9 pay while carrying out assigned duties, if hazard pay criteria, as described below,  
10 are met. Incident supervisors must manage for the appropriate application of the  
11 authority.  
12

- 13 • Firefighting – Participating as a member of a firefighting crew in  
14 fighting forest and range fires on the fireline before the fire is  
15 controlled. Personnel assigned firefighting duties are not entitled to  
16 hazard pay after the declaration of an official control time and date.

17 This does not include personnel engaged in logistical support, service,  
18 and non-suppression activities, e.g., media tours to the fireline, incident  
19 personnel driving to the fire to observe activities, drivers delivering  
20 tools or personnel (Appendix B - Hazard/Environmental Pay Matrix).  
21

- 22 • Flying – Individuals', except pilots, who are participating in limited  
23 control flights.  
24
- 25 • Groundwork Beneath Hovering Helicopter – Participating in ground  
26 operations to attach an external load to a helicopter hovering just  
27 overhead.  
28
- 29 • Work in rough and remote terrain – Working on cliffs, narrow ledges,  
30 or near vertical mountainous slopes where a loss of footing would result  
31 in serious injury or death, or when working in areas where there is  
32 danger of rock falls or avalanches.  
33

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



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

5 Prescribed fire does not meet fireline hazard definition for hazard pay; however,  
6 hazard pay criteria listed above may apply.  
7

### 8 **Regulations Governing Payment of Hazard Differential for General** 9 **Schedule Employees**

- 10
- 11 • All hazard pay differential for GS employees is based on a 24 hour day  
12 from 0001 to 2400 hours. An individual who performs duties for which  
13 hazard pay differential is authorized shall be paid the hazard differential  
14 for all hours in pay status during the calendar day in which the  
15 hazardous duty is performed.  
16
    - 17 ○ The automatic cut off time is 2400 hours. An individual  
18 working beyond 2400 hours into the next day is entitled to  
19 hazard pay differential for 2 days only if exposed to the hazard  
20 before and after 2400 hours.  
21
    - 22 ○ No minimum time requirements for exposure shall be  
23 established to earn entitlement to differential pay for  
24 hazardous duty. Any amount of actual exposure during a  
25 calendar day qualifies the individual for the pay differential for  
26 all compensable hours performed that day.  
27
  - 28 • Hazard pay shall be computed on the basis of all hours in pay status. If  
29 in an 8 hour workday the individual performs hazardous duty for 1 hour  
30 and is in paid leave for 7 hours, the hazard pay differential shall be  
31 computed on the full 8 hours. If the individual were in non-pay status  
32 (leave without pay) for 7 hours, the hazard pay would be computed on  
33 the basis of the 1 hour in pay status.  
34
  - 35 • Hazard pay shall be computed on the basis of an individual's basic  
36 compensation and shall be paid in addition to any other compensation  
37 the individual earns under other statutory authority.  
38
  - 39 • Hazard pay differential is in addition to any other premium pay or  
40 allowances payable under other provisions of this chapter. It is not  
41 subject to the biweekly maximum limitation provisions, which the law

1 places on the amount that may be received for overtime work (5 CFR  
2 550.106 and 550.907) but is subject to the annual aggregate  
3 compensation limit (5 CFR 530.202(4)).  
4

5 When recording hazard pay, show the category of hazardous exposure, e.g.,  
6 firefighting, rough terrain, hover hookup, on a CTR, SF-261. The Emergency  
7 Firefighter Time Report, OF-288, should show an “H” for the on-shift hours.  
8

9 **Environmental Differential for Federal Wage System Employees (5 CFR**  
10 **532.511)**

11  
12 OPM regulations provide for payment of environmental differential for exposure  
13 to various degrees of hazards, physical hardships, or working conditions likely to  
14 be encountered in an emergency situation.  
15

16 An employee shall be paid an environmental differential when exposed to a  
17 working condition or hazard that falls within one of the categories approved  
18 below by OPM (5 CFR 532.511 and Appendix A):  
19

- 20 • Firefighting - Participating or assisting in firefighting operations on the  
21 immediate fire scene and in direct exposure to the hazards inherent in  
22 containing or extinguishing fires.  
23
- 24 • Flying – Individuals’, except pilots, who are participating in limited  
25 control flights.  
26
- 27 • High Work - Working on any structure of at least 30 meters (100 feet)  
28 above the ground, deck, floor or roof, or from the bottom of a tank or  
29 pit. Working at a lesser height if the footing is unsure or the structure is  
30 unstable.  
31
- 32 • Groundwork Beneath Hovering Helicopter - Participating in operation  
33 to attach or detach external load to a helicopter hovering just overhead.  
34

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

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

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

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

- Compensation Based on All Hours in Pay Status.

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

- Compensation Based on Actual Exposure.

<u>Differential</u>	<u>Category</u>
100 Percent	Participating in low level flights in small aircraft, including helicopters
25 Percent	High work
15 Percent	Participating in operations to attach external load to or from helicopter hovering just overhead.
4 Percent	Performing work, which subjects the individual to soil his/her clothing.

- Beyond that normally to be expected in the duties of the classification.
- Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used or which are readily available; or when such devices are not

1 feasible for use due to health considerations (such as excessive  
2 temperature or asthmatic conditions).  
3

#### 4 **Regulations Governing Payment of Environmental Differential**

5

- 6 • Shift Basis – When a Federal Wage System employee is exposed to a  
7 hazard for which an environmental differential is authorized on a shift  
8 basis, the individual is paid the differential for all hours in pay status on  
9 the calendar day on which exposed to the hazard.  
10
- 11 • Actual Exposure Basis – When an environmental differential is paid on  
12 an actual exposure basis, a Federal Wage System employee is paid a  
13 minimum of 1 hour's differential for the exposure. Intermittent  
14 exposures during a 1 hour period do not qualify an individual for more  
15 than 1 hour's differential pay for that hour. For exposure beyond 1  
16 hour, the individual is paid in increments of one-quarter hour for each  
17 15 minutes and portion thereof in excess of 15 minutes.  
18

19 When an individual is exposed at intermittent times during a day, each  
20 exposure is considered separately. The amount of time the individual is  
21 exposed is not added together before payment is made for exposure  
22 beyond 1 hour's duration, except that pay for the differential may not  
23 exceed the number of hours of active duty by the individual on the day  
24 of exposure.  
25

- 26 • Multiple Exposures – When a Federal Wage System employee is  
27 entitled to an environmental differential, which is payable on a shift  
28 basis on the same day, the individual is entitled to a differential which is  
29 payable on an actual exposure basis at a higher rate. The individual is  
30 paid the differential on the basis of actual exposure for that exposure  
31 and the differential on the shift basis for the remaining hours in pay  
32 status for that day.  
33

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

- 1       • Two-Day Exposure – The automatic cut off time is 2400 hours for an  
2 environmental differential. A Federal Wage System employee working  
3 beyond 2400 hours into the next day earns entitlement to environmental  
4 differential for 2 days only if exposed to the hazard before and after  
5 2400 hours.  
6
- 7       • Base Pay – Environmental differential is included as part of a Federal  
8 Wage System employee's base rate of pay and is used to compute  
9 premium pay for overtime and holiday work.  
10
- 11       • Recording – When recording environmental differential for actual  
12 exposure, show the actual hours of exposure and the category on a  
13 CTR, SF-261.  
14

15       The Emergency Firefighter Time Report, OF-288, should show the  
16 percentage and the appropriate category in the remarks block and an  
17 "E" for actual hours of exposure.  
18

#### 19 **Public Law 106-558**

20  
21 Public Law 106-558 provides for exempt employees of the Forest Service and  
22 the Department of the Interior, who have their overtime hourly rate capped at  
23 GS-10, Step 1, or their base rate of pay whichever is greater to be paid at an  
24 overtime rate equal to one and one-half times their hourly rate of base pay when  
25 engaged in emergency wildland fire suppression activities. The annual earnings  
26 limitation still exists.  
27

28 This overtime provision applies only under the following circumstances:

- 29       • Those assigned to emergency wildland fire activities whose overtime  
30 work is exempt from coverage under the FLSA.  
31
- 32       • Those involved in the preparation and approval of a Burned Area  
33 Emergency Stabilization Plan whose overtime hours worked are exempt  
34 from coverage under the FLSA. The new overtime provisions will  
35 apply only until the initial Emergency Stabilization (ES) plan is  
36 submitted for approval.

- 1 • Those required to augment planned preparedness staffing levels to  
2 enhance short term suppression response capability, severity activities,  
3 accident or after accident reviews related to wildland fires or  
4 emergency wildland fire funded prevention activities, whose overtime  
5 hours worked are exempt from coverage under the FLSA.  
6
- 7 • In order to qualify for the pay provision, an employee's overtime work  
8 must be charged to a wildland fire, ES, severity, or wildland fire  
9 suppression funds tied to the support of suppression operations and that  
10 overtime must be recorded on a timesheet approved by an appropriate  
11 supervisor.  
12

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

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

21  
22 Regular government employees, regardless of grade, may be assigned to perform  
23 non-fire emergency duties (5 CFR 551.211(b)).  
24

25 Regular government employees are classified as either exempt from FLSA or  
26 nonexempt from FLSA. General Schedule employees who are classified exempt,  
27 are compensated under Title 5, and in essence, do not receive full compensation  
28 for overtime hours worked. Their overtime rate is fixed at a designated level  
29 (GS-10, Step 1) or an employee's base rate of pay, whichever is greater (2004  
30 Defense Authorization Act). General Schedule employees who are classified as  
31 nonexempt are compensated under both FLSA and Title 5, and in essence, are  
32 compensated at 1.5 times the base pay rate for all overtime hours worked. All  
33 wage grade and wage leader employees are classified as nonexempt. Wage  
34 supervisors are classified as exempt.  
35

36 In an emergency, the exemption status of an exempt employee is determined on a  
37 work week basis. An exempt employee shall be nonexempt for any weekly tour  
38 of duty in which the employees primary duties for the period of emergency work  
39 are nonexempt (5 CFR 551.211 (f) (2) (ii)). For purposes of this CFR,

1 primary duties typically means, the duty that constitutes to major part (over 50  
2 percent) of an employee’s work (5 CFR 551.104). Nonexempt employees retain  
3 their nonexempt status regardless of the emergency work performed or the  
4 incident position to which assigned.

5  
6 Enter the NWCG approved position code found in Appendix A – Acronyms &  
7 Position Codes on the Emergency Firefighter Time Report, OF-288, to assist  
8 home units in documenting nonexempt status for pay purposes.

- 9
- 10 • Positions on Type 1 and Type 2 incidents are identified as exempt or  
11 nonexempt (Reference Exhibit 11).
  - 12  
13 • When a position is identified as an assistant, deputy or trainee they will  
14 have the same exempt or nonexempt status as the position by the same  
15 title, i.e., Assistant Safety Officer - exempt, Deputy  
16 Finance/Administration Section Chief – exempt, or Dispatcher Trainee  
17 - nonexempt.
  - 18  
19 • Positions on Type 1 and 2 incidents that are not identified above and  
20 positions on Type 3 incidents will be determined as exempt or  
21 nonexempt on a case-by-case basis by the home unit human resource  
22 management office upon submission of a claim by the individual.
  - 23  
24 • All positions on Type 4 incidents are considered nonexempt during  
25 initial attack.
  - 26  
27 • An individual may be assigned to an incident as a “Technical  
28 Specialist”. Specialized training may not be required for these  
29 positions. Specialists will perform similar duties during an incident that  
30 he/she normally performs. Some examples are resource advisor,  
31 archeologist, hydrologist, or mechanic. The individual's normal FLSA  
32 determination is used to compute pay.
- 33

## 34 PERSONNEL TIMEKEEPING/RECORDING

### 36 OBJECTIVE

37  
38 The primary objective is to keep time records for individuals’ under a system of  
39 control. Emergency Firefighter Time Reports, OF-288s, that have been certified  
40 as accurate by an authorized signature are considered to be accurate for pay  
41 purposes. Home unit timekeepers will not make changes to this official  
42 document, except to correct mathematical errors and/or to complete return travel

1 entries. If home unit timekeepers have questions concerning the OF-288, they  
2 should contact the incident agency for clarification.  
3

4 The time unit approval of the OF-288, or other agency pay document, certifies  
5 that the required documentation is on file and no further documentation is  
6 required for pay purposes.  
7

## 8 **RESPONSIBILITIES**

9  
10 Finance/Administration Section Chief (FSC) responsibilities:  
11

- 12 • Supervise the Time Unit Leader and ensure all timekeeping and time  
13 recording requirements are implemented and met.
- 14
- 15 • Advise section chiefs and IC when time submitted is not in compliance  
16 with policy.  
17

18 Time Unit Leader (TIME) responsibilities:  
19

- 20 • Ensure daily completion of personnel time recording documents.
- 21
- 22 • Review submitted documents for compliance with policies.
- 23
- 24 • Advise supervisors and FSC when time submitted is not in compliance  
25 with established policies.  
26

27 Personnel Time Recorders (PTRC) responsibilities:  
28

- 29 • Review time as submitted on the CTR, SF-261 and notify the TIME of  
30 any discrepancies.
- 31
- 32 • Record time to the Emergency Firefighter Time Report, OF-288.  
33

34 Incident Supervisors responsibilities:  
35

- 36 • Document on-shift time, hazard pay/environmental differential,  
37 compensable meal breaks, etc., on the CTR, SF-261, in accordance with  
38 policies and regulations.



1            Incident Personnel (regular government employees and casuals)  
2            responsibilities:

- 3
- 4            • Accurately report time to their incident supervisor.
- 5
- 6            • Review time records prior to demobilization.
- 7
- 8            • Submit time records to their home unit per agency direction.
- 9

10          Home Unit Timekeeper responsibilities:

- 11
- 12            • Apply agency pay regulations to determine pay entitlements including  
13            overtime, pay differentials, compensable travel time and compensable  
14            hours for a day off.
- 15

### 16          **Timekeeping/Recording Procedures**

17

18          Two forms are provided for recording time worked on an incident. The CTR,  
19          SF-261 (Exhibit 4), is the initial timekeeping document. Time from the CTR is  
20          transferred by the PTRC to the Emergency Firefighter Time Report, OF-288  
21          (Exhibit 5).

22

23          The OF-288 is the official time reporting document that is certified as accurate  
24          by the FSC or time unit.

25

26          On an incident of limited duration at the home unit that involves only home unit  
27          personnel, the AA may elect to record emergency incident time directly on the  
28          agency time reporting document.

29

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

- 32
- 33            • Filing Time Reports – The CTR and OF-288 are filed in a sequence that  
34            will facilitate accurate posting and timely review and retrieval. CTRs  
35            are filed by crew, with the crew identified by name or number.
- 36
- 37            • Time Recording Control – The TIME establishes time recording  
38            procedures to ensure on-shift time for all incident personnel is recorded  
39            for each day assigned. The TIME will develop a system to identify  
40            resources assigned. This may include reviewing the Incident Action  
41            Plan (IAP) or referring to the resource order list.

- 1           • Documentation – The TIME ensures documentation of excess hours,  
2 work/rest and other record keeping is completed. This may be  
3 accomplished through the use of logs, recording on a calendar,  
4 recording on the incident action plans, or other documentation methods  
5 (Appendix B – Tool Kit).  
6

### 7 **Crew Time Report, SF-261**

8  
9 The incident supervisor certifies time worked by signing the CTR. The CTR  
10 documents time for all crews and overhead. The ICs time report is signed by the  
11 AA or other Command & General staff. Detailed instructions and samples for  
12 the CTR are shown in Exhibit 4. Individuals' may not sign their own CTR.  
13

14 Incident supervisor should be aware of the pay status of their subordinates, e.g.,  
15 WG, GS, casual, cooperator, as this affects recording requirements.  
16

17 Incident supervisor will certify CTRs for each operational period which contain  
18 the following information:  
19

20 On-Shift Time – Time of actual work, ordered standby, or compensable travel  
21 that has a specific start and ending time.  
22

23 Travel Time –Travel time shall be recorded on the CTR as follows:  
24

- 25           • Travel to an Incident – Report travel time to an emergency incident on a  
26 CTR and include:  
27
- 28           ○ Time of departure from point where travel began, e.g., official  
29 duty station, staging area, residence if outside daily tour of  
30 duty. Record all travel time using the time zone of departure.  
31
  - 32           ○ Delays or layovers of over 3 hours at transfer points.  
33
  - 34           ○ Meal breaks.  
35
  - 36           ○ Time of arrival at incident.

Hazard/Environmental Differential

- 1
- 2
- 3 • GS Employees – The supervisor indicates hazardous duty by placing an
- 4 "H" in the Remarks block 6 and notes the hazard category in block 11
- 5 of the CTR. It is not necessary to show clock hours of the hazardous
- 6 duty.
- 7
- 8 • WS/WL/WG Employees – The supervisor indicates an "E" and the
- 9 percentage of entitlement in the CTR Remarks block 6 and notes the
- 10 hazard category in block 11 of the CTR. The supervisor must record
- 11 clock hours when the differential is based on actual exposure.
- 12
- 13 • Remarks – Supervisors are responsible to indicate changes in crew
- 14 composition or incident position in the CTR Remarks block. This
- 15 includes:
  - 16
  - 17 ○ Discharged or Quit – Note reason.
  - 18
  - 19 ○ Transfer – If individuals' are transferred to other crews, note
  - 20 losing and gaining crew name and number.
  - 21
  - 22 ○ Position Change – Note effective date, time, new position title,
  - 23 and reason for change in the Remarks block. This information
  - 24 is used to determine FLSA status or changes in AD pay rate.
  - 25
  - 26 ○ Compensable Meal Breaks – Justification should be provided
  - 27 on a CTR.
  - 28
  - 29 ○ Day(s) Off
  - 30
  - 31 ○ Special Pay Provisions
  - 32
- 33 • The original CTR is submitted to the Time Unit after all entries have
- 34 been made and the CTR has been signed by the appropriate approving
- 35 official.

**Timekeeping Methods**

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

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

There are 2 methods for timekeeping on the CTR:

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

**Emergency Firefighter Time Report, OF-288 for Regular Government Employees**

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

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

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

- Travel to an Incident - Travel time is reported on a CTR and recorded on the OF-288 with a "T" entered on the right hand side of the hours column.
- Return Travel - Travel time from an incident to the individuals' official duty station must show:
  - Time of departure from the incident base.
  - Non-compensable meal breaks.
  - Delays of over 3 hours.
  - Time and date of arrival at official duty station.
  - Any other information required to determine entitlement to return travel time.

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

5  
6 • Recording Hazard or Environmental Differential -

7  
8 When GS employees perform hazardous duty during any part of the calendar  
9 day, an "H" is entered on the right side of the Hours column (Exhibit 5).

- 10  
11 ○ When Federal Wage System employees (WG, WL, WS)  
12 perform work for which environmental differential is payable,  
13 an "E" is entered on the right side of the Hours column.

14  
15 The differential percentage with corresponding hours is noted  
16 in the Remarks block 23.

- 17  
18 • Position Change – Copy from the CTR the effective date, time, new job  
19 title, and reason for change in the Remarks block and begin a new  
20 column on the OF-288 to indicate the new position title. This  
21 information is used to determine FLSA status.

- 22  
23 • Guaranteed Hours – The Time Unit enters the hours as recorded on the  
24 CTR. For additional hours necessary to meet base hours, the Time Unit  
25 records "Guarantee" in the Start/Stop column and leaves the Hours  
26 column blank. The home unit timekeeper is responsible to ensure the  
27 proper amount of hours is applied to meet the employee's base tour of  
28 duty.

- 29  
30 • Recording Day(s) Off – The time unit records "Day Off" in the  
31 Start/Stop column for an on-incident day off. The time unit leaves the  
32 Hours column blank.

- 33  
34 • If the end of a pay period occurs during an incident, information may be  
35 transmitted via fax machines to the individual's home unit if:

- 36  
37 ○ Incident time unit staffing is sufficient to provide this service.  
38  
39 ○ Home unit fax numbers are recorded on the OF-288.  
40  
41 ○ Fax machines are readily accessible.

**Emergency Firefighter Time Report, OF-288, for Casuals**

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

Actions at Time of Hire for Single Resource Casual

- The hiring unit prepares the following:
  - OF-288/CTR to include position code and AD classification
  - Employment Eligibility Verification, I-9
  - Single Resource Casual Hire Information Form, PMS 934
  - Incident Behavior Form, PMS 935

These forms are prepared at the time of hire and the casual is provided the opportunity to complete federal Employees Withholding Allowance Certificate, W-4, Direct Deposit, and state income tax withholding forms. Detailed instructions for completing the OF-288 for casuals are found in Exhibit 6. The hiring unit retains the I-9, the Incident Behavior Form, and a copy of the Single Resource Casual Hire Information Form.

- The hiring official will provide the casual with:
  - Single Resource Casual Hire Information Form, PMS 934
  - Conditions of Hire
  - Incident Behavior Form, PMS 935
  - Position specific requirements, clothing and pertinent information.
  - Information regarding the AD Pay Plan.

The casual is required to provide the CTR and Single Resource Casual Hire Information Form to the incident Time Unit.

1 Situations may require that casuals be hired at the incident. The incident  
2 agency provides direction regarding the disposition of the I-9, Single  
3 Resource Casual Hire Form, Direct Deposit form, and Incident Behavior  
4 Form. A new single resource hire form is not required when the casual's  
5 position changes on an incident.  
6

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

- 13 • Actions at Time of Hire for Casual Crews - The home unit prepares the  
14 following:
  - 15 ○ OF-288, to include position code and AD classification
  - 16 ○ I-9
  - 17 ○ Direct Deposit form

18  
19  
20  
21  
22 These forms are prepared at the time of hire, and the casuals are provided  
23 the opportunity to complete federal and state income tax withholding forms.  
24 Detailed instructions for completing the OF-288 for casuals are found in  
25 Exhibit 6. The hiring unit retains the I-9. The hiring unit or crew  
26 representative informs the casuals of incident behavior expectations and  
27 responsibilities. Sponsored casual crew incident behavior responsibilities  
28 may be found in the crew agreement. If none are listed, utilize the Incident  
29 Behavior Form (Exhibit 10).  
30

31 The crew representatives will deliver the OF-288s or CTR to the incident  
32 Time Unit.  
33

- 34 • Actions of Time Unit - The Time Unit collects and examines time  
35 reports for completeness and legibility. The PTRC records time from  
36 the CTR to the OF-288. (Exhibit 6)
- 37  
38 • Pay Rate Changes - Pay rate/position changes are recorded on the CTR  
39 by the incident supervisor. The PTRC begins a new column on the  
40 OF-288 with the new rate of pay and indicates reason for change in the  
41 Remarks block of the OF-288.

- 1 • Guaranteed Hours - The Time Unit enters the on-shift hours as recorded  
2 on the CTR. Any additional hours necessary to meet the 8 hour  
3 guarantee are listed on a separate line of the OF-288 by the PTRC.  
4 After the date, note "Guaranteed Hours" in the Start/Stop blocks and  
5 post the necessary additional hours to the Hours column.  
6
- 7 • Day-Off at Incident - The time unit records day- off as 8 in the Hours  
8 column. Clock hours are not necessary.  
9

### 10 **Closing Out Emergency Firefighter Time Reports**

11  
12 The Time Unit reviews the time reports, ensures all on-shift time and  
13 commissary issues have been posted, and signs block 26. All incident personnel  
14 should sign block 25 of the OF-288. It is the responsibility of each individual to  
15 ensure their time is posted accurately before leaving the incident.

16 The OF-288 may be a computer-generated form or the official preprinted form,  
17 as long as the appropriate number of copies is made and an original signature in  
18 other than black ink is on the payment document (Reference agency specific  
19 policy for electronic signature acceptance in lieu of original signature).  
20

21 When an individual or crew is transferred to another incident, the time unit  
22 closes out the OF-288 and gives it to the regular government employee or crew  
23 representative.  
24

25 When an IMT is responsible for multiple incidents, e.g., a complex, and uses  
26 resources on different incidents within the complex, use a separate column to  
27 record time for each incident. Closing out the OF-288 for each incident is not  
28 required. The OF-288 is closed out only when resources are demobilized from  
29 the complex.  
30

31 Initial attack resources generally move from incident to incident and are  
32 managed by the incident agency. A new column is started for each new incident.  
33 It is not always necessary to close out the OF-288 and start a new one.  
34

35 The original CTR and file copy of the OF-288 are retained in the incident  
36 finance records (Exhibit 36).  
37

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



- 1 • Casuals - The time unit processes the original OF-288 per hiring agency  
2 policy. Return travel time should be estimated and posted directly to  
3 the OF-288. A completed copy is given to each casual.  
4
- 5 • Job Corps and YCC Enrollees - OF-288s are prepared and maintained  
6 for all Job Corps and YCC enrollees. The OF-288 shall be completed  
7 the same as for casuals.  
8

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

- 11
- 12 • If a casual is terminated for cause or quits, note the reason in the  
13 Remarks block of the CTR and the OF-288. Compensation for return  
14 travel is generally not made in these instances. Exceptions must be in  
15 accordance with agreements or authorized by the IC for individuals' not  
16 covered under an agreement. Blocks 7, 8, and 9 on the OF-288 must be  
17 completed (Exhibit 6).  
18

### 19 **Common Timekeeping Issues**

- 20
- 21 • Local Residents on Site - Local residents frequently go to the site of an  
22 incident when an emergency occurs and are performing emergency  
23 work when the initial attack resources arrive. The statements of work  
24 and travel made by these citizens are normally accepted, but must be  
25 verified by a supervisory official on a CTR. These individuals' may be  
26 hired as casuals.  
27
- 28 • Individuals' Moving from One Location to Another on the Same  
29 Incident - If the incident has more than one base camp, the FSC is  
30 responsible for providing time recording for all locations. This may  
31 require additional Time Units to assure efficient time recording.  
32
- 33 • Recording Clock Hours When Travel Crosses Time Zones - When  
34 traveling to an incident from one time zone to another, continue to  
35 record time in the clock hours of the first time zone until off-shift for  
36 the day. Indicate over the Start and Stop columns the time zone of the  
37 clock hours shown. The next work shift is recorded in the new time  
38 zone. These same guidelines apply when returning to the home unit or  
39 reassignment to another incident.

**EXHIBITS**

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

EXHIBIT 1  
ADMINISTRATIVELY DETERMINED (AD) PAY PLAN FOR  
EMERGENCY WORKERS (CASUALS)

Insert current Pay Plan(s) here.

[www.nwcg.gov](http://www.nwcg.gov)

EXHIBIT 2  
MILITARY TIME CONVERSION

**REGULAR TIME****MILITARY TIME**

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

EXHIBIT 3  
STATE ALPHA CODES

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

EXHIBIT 4  
CREW TIME REPORT, SF-261

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

261-101

Standard Form 261

(5/78)Prescribed by USDA-USDI (NWCG Handbook No.2)

EXHIBIT 4 – Continued

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

EXHIBIT 4 – Continued

Instructions for form completion:

Time shall initially be recorded on Crew Time Report, SF-261 and transferred to the Emergency Firefighter Time Report, OF-288. An exception to this procedure could be where casuals are hired for 1 operational period and their on-shift time is recorded directly onto an OF-288. In this instance, the supervisor must sign the OF-288.

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

1. Crew Name. Use crew name or name of single resource.
2. Crew Number. Enter assigned resource order number.
3. Office Responsible for Fire. Enter incident agency (appropriate federal, state, or local office).
4. Fire Name. Enter assigned incident name.
5. Fire Number. Enter incident order number, not "P" number, e.g., MT-LNF-000016.
6. Remarks No. Enter number that corresponds to Remarks in Section 11.
7. Name of Employee. Self-explanatory.
8. Classification. Enter appropriate pay classification (AD-A through AD-M, GS, WG, etc.) or NWCG position code
9. Date. Enter month/day/year (8/3/XX) in Date block. Under Military Time heading, enter military clock time for each period of on-shift time during the operational period.
10. Date. If the operational period involves 2 days, use column 10 as instructed in Number 9 above.



EXHIBIT 4 – Continued

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

**EXHIBIT 5**  
**EMERGENCY FIREFIGHTER TIME REPORT, OF-288**  
**FOR REGULAR GOVERNMENT EMPLOYEES**

EMERGENCY FIREFIGHTER TIME REPORT												I. Identification Number <b>F 7114470</b>			
2. Ecdoti Security Number <b>000-00-0000</b>		3. Initial Employment (X One) <input type="checkbox"/> Yes <input type="checkbox"/> No		4. Type of Employment (X One) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> Other		5. Transferred from		6. Hired At <b>ID-BOD</b>		7. Employee Has (X One) <input type="checkbox"/> Res. Discharged <input type="checkbox"/> Out		8. Enabled to Return Travel Time (X One) <input type="checkbox"/> Yes <input type="checkbox"/> No		9. Enabled To Return Transportation (X One) <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>ZIP CODE MUST BE ENTERED BELOW</b>															
10. Name (First, Middle, Last) <b>Smokey T. Bear</b>										15. Name					
11. Street Address										16. Street Address					
12. City				13. State		14. Zip Code		17. City		18. State		19. Telephone No. (Include Area Code)			
20. FIRE LOCATION IDENTIFICATION															
Column A			Column B			Column C			Column D						
1. Fire Name <b>Sun Creek</b>			1. Fire Name <b>Sun Creek</b>			1. Fire Name <b>Sun Creek</b>			1. Fire Name <b>Sun Creek</b>						
2. File No. <b>OR-VAD-000092</b>			2. File No. <b>OR-VAD-000092</b>			2. File No. <b>OR-VAD-000092</b>			2. File No. <b>OR-VAD-000092</b>						
4. Fire Location <b>VAD</b>			4. Fire Location <b>VAD</b>			4. Fire Location <b>VAD</b>			4. Fire Location <b>VAD</b>						
5. State <b>OR</b>			5. State <b>OR</b>			5. State <b>OR</b>			5. State <b>OR</b>						
6. Firefighter Classification <b>FFT2</b>			6. Firefighter Classification <b>FFT2</b>			6. Firefighter Classification <b>FFT2</b>			6. Firefighter Classification <b>FFT2</b>						
7. Rate <b>GS</b>			7. Rate <b>GS</b>			7. Rate <b>GS</b>			7. Rate <b>GS</b>						
a. Date and Time a. Year <b>XXXX</b>			b. Date and Time a. Year <b>XXXX</b>			c. Date and Time a. Year <b>XXXX</b>			d. Date and Time a. Year <b>XXXX</b>						
No.	Day	Start	Stop	Hours	No.	Day	Start	Stop	Hours	No.	Day	Start	Stop	Hours	
08	06	1400	1700	3.00	08	11	0700	1300	6.00	08	15	0001	0300	3.00	
08	06	1730	2130	4.00 H	08	11	1330	2030	7.00	08	15	0330	0800	4.60	
08	07	0700	2200	15.00 H	08	12	0700	1300	6.00	08	15	1900	2400	5.00	
08	08	0600	1900	13.00 H	08	12	1330	2330	10.00	08	16	0030	0900	8.50	
08	09	0600	2100	15.00 H	08	13	Day	Off		08	16	1800	2400	6.00	
08	10	0700	1300	6.00 H	08	14	2000	2400	4.00	08	17	0001	0130	1.50	
08	10	1330	2030	7.00 H	08	14	Guar	antfee							
9. Total Hours				9. Total Hours				9. Total Hours				9. Total Hours			
63.00				33.00				28.50				28.50			
10. Gross Amount (Item 7 X Item 9)				10. Gross Amount (Item 7 X Item 9)				10. Gross Amount (Item 7 X Item 9)				10. Gross Amount (Item 7 X Item 9)			
11. Inclusive Dates				11. Inclusive Dates				11. Inclusive Dates				11. Inclusive Dates			
08/05-08/10				08/11-08/14				08/15-08/17				08/17-08/18			
12. Time Officer's Signature				12. Time Officer's Signature				12. Time Officer's Signature				12. Time Officer's Signature			
Date Signed				Date Signed				Date Signed				Date Signed			
XX/XX/XX				XX/XX/XX				XX/XX/XX				XX/XX/XX			
21. SHOW "Y" FOR HAZARD PAY AND "E" PLUS %1 OR ENVIRONMENTAL DIFFERENTIAL IN THE "HOURS" COLUMN FOR REGULAR EMPLOYEES.															
A. Hours to Report										B. Date		C. Amount			
D. Accounting Classification										E. Object Class		F. Amount			
										08/10/XX		Toothbrush, Toothpaste		5.00	
										08/14/XX		T-Shirt		13.50	
										Total				18.50	
24. AEO Check Number and Stamp															
23. Remarks															
NOTE: The above items are correct and proper for payment from available appropriations.															
25. Employee Signature										26. Time Officer's Signature					
Smokey T. Bear										Date					

\* Equipment rentals must be supported with OF-294 and OJ-297  
 NSN 754 01-124-7633  
 OPTIONAL FORM 268 (Rev. 3/83)  
 USD/AS/SDI  
 50288-102

COPY 2 - EMPLOYEE COPY

EXHIBIT 5 – Continued

## Instructions for form completion:

1. Emergency Time Report Number. Preprinted number. Used for commissary. Do not delete or cross out this number.
2. Social Security Number. Leave blank.
3. Initial Employment. Leave blank.
4. Type of Employee. For federal employees, check block "Regular Gov't Employee". For state, local and tribal government check "Other" for state, local, and tribal government employee.
5. Leave blank.
6. Hired At. Enter the employee's home unit identifier. (i.e. ID-BOD)
- 7-9 Leave blank.
10. Name. Enter regular government employee's full name. Do not use nicknames.
- 11-14. Street Address. Leave blank.
- 15-19. Accident Notification. Leave blank.
20. Fire Location Identification.
  - Column A, 1. Fire Name. Enter incident name.
  - Column A, 2. Fire No. Enter incident order number, e.g., MT-LNF-000016 or ID-BOD-000042. Do not use "P" number.
  - Column A, 3. Unit Code. (Organization code) Leave blank.

EXHIBIT 5 – Continued

- Column A, 4.            Fire Location. Enter incident agency's 3letter unit identifier for the specific location of the work assignment.
- Column A, 5.            State Code. Enter alphabetical code for state in which the employee was on-shift (Exhibit 3).
- Column A, 6.            Firefighter Classification. Enter the NWCG approved position code found in Appendix A – Acronyms & Position Codes if applicable, e.g., PTRC, FFT2, CREP. If the position code is THSP, specify in Remarks block the incident job title of the position to which the individual is assigned, e.g., Camp Crew Boss, Voucher Examiner. Each time an individual changes a job, close out that column, start a new column for the new job, and enter the new position code or job title if necessary.
- Column A, 7.            Rate. Leave blank.
- Column A, 8a.           Year. Enter the calendar year.
- Column A, 8b-8c.       Month/Day. Enter month and day on-shift. (Example: February 1 is 2/1). Enter dates consecutively from row to row and column to column.
- One exception is the posting of continuation of pay or posting of time when assigned to a complex with multiple incidents. In Remarks block enter reason for breaks in dates.
- Column A, 8d-8e.       Start/Stop. Enter military clock time for each period of on-shift time.

EXHIBIT 5 – Continued

Column A, 8f.

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

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

When compensable time (work, travel, ordered standby) in a calendar day totals less than 8 hours, the Personnel Time Recorder shall enter a separate line on the OF-288, noting "Guarantee" in the Start/Stop columns and leave the Hours column blank. Clock time for guaranteed hours should not be shown. Guaranteed hours do not apply to the first and last day of assignment if these days fall on the individual's regularly scheduled day off.

Day(s) Off. No specific clock hours are to be entered. "Day Off" is entered in the Start/Stop columns, with the Hours column left blank. If an employee is sick on the incident, record "Day Off" with the Hours column left blank and a notation in the Remarks block for sick leave.

Column A, 9.

Total Hours. Add column and enter total hours.

Column A, 10.

Gross Amount. Leave blank.

EXHIBIT 5 – Continued

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

EXHIBIT 6
EMERGENCY FIREFIGHTER TIME REPORT, OF-288
FOR CASUALS

EMERGENCY FIREFIGHTER TIME REPORT
1. Identification Number: F 7114470
2. Social Security Number: XXX-XX-0000
3. Incent Employment (X One): Yes
4. Type of Employment (X One): Casual
5. Transferred from: ID-BOD
6. Employee Class (X One): Boss
7. Enlisted to Return: No
8. Enlisted to Return: No
9. ZIP CODE: ID XXXXX
10. Name: Smokey T. Bear
11. Street Address: 123 Smokey Lane
12. City: Boise
13. State: ID
14. Zip Code: XXXXX
15. Name:
16. Street Address:
17. City:
18. State:
19. Telephone No.
20. FIRE LOCATION IDENTIFICATION
21. Summary of hours and amounts
22. Commodity Report: Gloves 3.00, Cigarettes 34.00, Total 37.00
23. Remarks: 06/12 Released due to family emergency
24. ADO Check Number and Stamp
25. Employee Signature: [Signature]
26. Time Officer (Signature): [Signature]

\* Equipment rentals must be supported with OF-284 and OF-287 NSN 764-01-124-7633 OPTIONAL FORM 288 (Rev. 3/83) US/M/USDI 50288-102

COPY 1 - FILE COPY

EXHIBIT 6 – Continued

Instructions for form completion:

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

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



EXHIBIT 6 – Continued

11-14 **Street Address**. (mandatory) Show casual's permanent mailing address, including city, state, and zip code. This will be used to verify the check mailing address if there is no direct deposit initiated.

15-19 **Accident Notification**. Leave blank.

20. **Fire Location Identification**.

Column A, 1. **Fire Name**. Enter incident name.

Column A, 2. **Fire No.** (mandatory) Enter incident order number (e.g., MT-LNF-00016). Do not use "P" number.

Column A, 3. **Unit Code**. Leave blank.

Column A, 4. **Fire Location**. Enter incident agency's 3 letter unit identifier for the specific location of the work assignment.

Column A, 5. **State Code**. Enter alphabetical code for state in which the casual was on-shift. Reference Exhibit 3.

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

Column A, 7. **Rate**. (mandatory) Enter AD hourly pay rate.

Column A, 8a. **Year**. (mandatory) Enter calendar year.

EXHIBIT 6 – Continued

Column A, 8b-8c. **Month/Day**. (mandatory) Enter month and day on-shift. (Example: February 1 is 2/1). Enter dates consecutively from row to row and from column to column. One exception is the posting of continuation of pay or posting of time when assigned to a complex with multiple incidents. In Remarks enter reason for breaks in dates.

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

Column A, 8f. **Hours**. (mandatory) Enter hours in single digits for whole hours, e.g., 1.00 for one hour, decimals for half and quarter hours, e.g., 0.50 for a half hour and 0.25 for a quarter hour. Show the net difference between d. and e. For hours in travel status, enter a "T" in the Hours column.

Compensable travel time to and from the point of hire and related waiting time is recorded on separate lines from other compensable time, such as on-shift time. Do not use a separate column when reporting travel time. Reference AD Pay Plan for Emergency Workers for compensable travel for casuals (Exhibit 1).

When compensable time (work, travel, ordered standby) in a calendar day totals less than 8 hours, the Personnel Time Recorder shall enter a separate line on the OF-288 noting "guarantee" after the month/day and posting the necessary additional hours to the Hours column. Clock time for guaranteed hours should not be shown. Guaranteed hours do not apply on the first and last day.

EXHIBIT 6 – Continued

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

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

EXHIBIT 6 – Continued

26. Time Officer's Signature. The form should be signed by either the Time Unit Leader or other authorized official in other than black ink.

EXHIBIT 7
EMPLOYMENT ELIGIBILITY VERIFICATION FORM, I-9

Form available at http://www.uscis.gov/files/form/i-9.pdf

OMB No. 1615-0047; Expires 08/31/12

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

Form I-9, Employment Eligibility Verification

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee.

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

Print Name: Last First Middle Initial Maiden Name
Fulaski Jane J Morelli
Address (Street Name and Number) Apt. # Date of Birth (month/day/year)
21 East Hwy 21 01/01/1990
City State Zip Code Social Security #
Nampa ID 83651 000-00-0000

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

Employee Signature (Handwritten Signature)

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

- [X] A citizen of the United States
[ ] A noncitizen national of the United States (see instructions)
[ ] A lawful permanent resident (Alien #)
[ ] An alien authorized to work (Alien # or Admission #) until (expiration date, if applicable - month/day/year)

Employee Signature Date (month/day/year) 05/13/2010

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

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

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

List A OR List B AND List C
Document title: Idaho Driver's License Social Security Card
Issuing authority: #000000 000-00-0000
Document #:
Expiration Date (if any): 06/11/XX Exp Date
Document #:
Expiration Date (if any):

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

Signature of Employer or Authorized Representative Print Name Title
Tom Planks Admin Officer
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code) Date (month/day/year)
USFS 323 Highway 5 Grangeville, ID 83702 5/13/2010

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

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

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

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

**EXHIBIT 7 – Continued**

Department of Homeland Security

U.S. Citizenship and Immigration Services

OMB No. 1615-0047; Expires 08/31/12

**Form I-9, Employment Eligibility Verification****Instructions**  
**Read all instructions carefully before completing this form.**

**Anti-Discrimination Notice.** It is illegal to discriminate against any individual (other than an alien not authorized to work in the United States) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents presented have a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration Related Unfair Employment Practices at 1-800-255-8155.

**What is the Purpose of This Form?**

The purpose of this form is to document that each new employee (both citizen and noncitizen) hired after November 6, 1986, is authorized to work in the United States.

**When Should Form I-9 Be Used?**

All employees (citizens and noncitizens) hired after November 6, 1986, and working in the United States must complete Form I-9.

**Filling Out Form I-9****Section 1, Employee**

This part of the form must be completed no later than the time of hire, which is the actual beginning of employment. Providing the Social Security Number is voluntary, except for employees hired by employers participating in the USCIS Electronic Employment Eligibility Verification Program (EVerify). **The employer is responsible for ensuring that Section 1 is timely and properly completed.**

**Noncitizen nationals of the United States** are persons born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.

**Employers should note** the work authorization expiration date (if any) shown in **Section 1**. For employees who indicate an employment authorization expiration date in **Section 1**, employers are required to reverify employment authorization for employment on or before the date shown. Note that some employees may leave the expiration date blank if they are aliens whose work authorization does not expire (e.g., asylees, refugees, certain citizens of the Federated States of Micronesia or the Republic of the Marshall Islands). For such employees, reverification does not apply unless they choose to present

in Section 2 evidence of employment authorization that contains an expiration date (e.g., Employment Authorization Document (Form I-766)).

**Preparer/Translator Certification**

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

**Section 2, Employer**

For the purpose of completing this form, the term "employer" means all employers including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors. Employers must complete **Section 2** by examining evidence of identity and employment authorization within three business days of the date employment begins. However, if an employer hires an individual for less than three business days, **Section 2** must be completed at the time employment begins. Employers cannot specify which document(s) listed on the last page of Form I-9 employees present to establish identity and employment authorization. Employees may present any List A document OR a combination of a List B and a List C document.

If an employee is unable to present a required document (or documents), the employee must present an acceptable receipt in lieu of a document listed on the last page of this form. Receipts showing that a person has applied for an initial grant of employment authorization, or for renewal of employment authorization, are not acceptable. Employees must present receipts within three business days of the date employment begins and must present valid replacement documents within 90 days or other specified time.

**Employers must record in Section 2:**

1. Document title;
2. Issuing authority;
3. Document number;
4. Expiration date, if any; and
5. The date employment begins.

Employers must sign and date the certification in **Section 2**. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. If photocopies are made, they must be made for all new hires. Photocopies may only be used for the verification process and must be retained with Form I-9. **Employers are still responsible for completing and retaining Form I-9.**

Form I-9 (Rev. 08/07/09) Y

**EXHIBIT 7 – Continued**

**For more detailed information, you may refer to the *USCIS Handbook for Employers* (Form M-274). You may obtain the handbook using the contact information found under the header "USC IS Forms and Information."**

**Section 3, Updating and Reverification**

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

- A. If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- B. If an employee is rehired within three years of the date this form was originally completed and the employee is still authorized to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- C. If an employee is rehired within three years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B; and:
  1. Examine any document that reflects the employee is authorized to work in the United States (see List A or C);
  2. Record the document title, document number, and expiration date (if any) in Block C; and
  3. Complete the signature block.

Note that for reverification purposes, employers have the option of completing a new Form I-9 instead of completing **Section 3**.

**What Is the Filing Fee?**

There is no associated filing fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the Privacy Act Notice below.

**USCIS Forms and Information**

To order USCIS forms, you can download them from our website at [www.uscis.gov/forms](http://www.uscis.gov/forms) or call our toll-free number at 1-800-870-3676. You can obtain information about Form I-9 from our website at [www.uscis.gov/forms](http://www.uscis.gov/forms) or by calling 1-888-464-4218.

Information about E-Verify, a free and voluntary program that allows participating employers to electronically verify the employment eligibility of their newly hired employees, can be obtained from our website at [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify) or by calling 1-888-464-4218.

General information on immigration laws, regulations, and procedures can be obtained by telephoning our National Customer Service Center at 1-800-375-5283 or visiting our Internet website at [www.uscis.gov](http://www.uscis.gov).

**Photocopying and Retaining Form I-9**

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

Form I-9 may be signed and retained electronically, as authorized in Department of Homeland Security regulations at 8 CFR 274a.2.

**Privacy Act Notice**

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

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

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

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

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

Form I-9 (Rev. 08/07/09) Y Page 2

EXHIBIT 7 – Continued**Paperwork Reduction Act**

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 12 minutes per response, including the time for reviewing instructions and completing and submitting the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., 3rd Floor, Suite 3008, Washington, DC 20529-2210. OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address.**



**EXHIBIT 7 – Continued**

**LISTS OF ACCEPTABLE DOCUMENTS**

All documents must be unexpired

LIST A	OR	LIST B	AND	LIST C
Documents that Establish Both Identity and Employment Authorization		Documents that Establish Identity		Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver’s license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)				2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		3. School ID card with a photograph		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien’s nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		4. Voter’s registration card		5. Native American tribal document
		5. U.S. Military card or draft record		
		6. Military dependent’s ID card		
		7. U.S. Coast Guard Merchant Mariner Card		6. U.S. Citizen ID Card (Form I-197)
		8. Native American tribal document		7. Identification Card of Use of Resident Citizen in the United States (Form I-179)
	9. Driver’s license issued by a Canadian government authority			
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		<b>For persons under age 18 who are unable to present a document listed above:</b>		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		8. Employment authorization document issued by the Department of Homeland Security

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

EXHIBIT 8  
CHECKLIST FOR CLOSING OUT EMERGENCY  
FIREFIGHTER TIME REPORTS, OF-288s

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

1. Time Unit personnel should verify the following when auditing OF-288s:
  - A. SSN present for casual employees.
  - B. Type of employment indicated.
  - C. Complete mailing address for casuals.
  - D. Home unit identifier.
  - E. Incident name and incident order number indicated in all columns.
  - F. AD classification, pay rate, position title and NWCG position code for casuals. Cross check AD classification with position title to ensure proper pay rate is applied.
  - G. NWCG position code indicated for incident personnel.
  - H. Time posted chronologically. Verify time posted against Crew Time Report, SF-261.
  - I. Columns totaled (hours only), inclusive dates indicated and columns signed.
2. When notified that the crew/individual will be demobilized, determine if the crew/individual is going home or to another incident.

EXHIBIT 8 – Continued

If the crew/individual is going home, the OF-288 will be closed out and beginning travel time posted. Follow agency procedures for disposition of the OF-288.

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

- A. Ensure all commissary issues have been posted. Total the commissary amounts per individual.
  - B. Ensure time has been properly documented on a CTR and CTRs have been posted.
  - C. Ensure travel has been posted according to home/hiring agency procedures. Post beginning travel time and sign on the next line. Leave remainder of column open for home unit supervisor to post and approve ending travel time.  
  
Estimate and record return travel time for casuals and close out final columns.
  - D. Cross out unused and blank time entry columns.
  - E. The Time Unit Leader coordinates transmission of the required pay documents for casuals.
  - F. Forward original injury documents per home unit agency guidelines. Temporary copies are sent home with employee or destroyed.
3. Once all these items have been verified and completed, all incident personnel will sign their OF-288 in other than black ink. The crew representative/individual is given the original and employee copy of the OF-288. The file copy is retained for the Incident Finance Package (Exhibit 36).

EXHIBIT 8 – Continued

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

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

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

EXHIBIT 9
SINGLE RESOURCE CASUAL HIRE INFORMATION FORM, PMS 934

Single Resource Casual Hire Information Form

HIRING UNIT INFORMATION
Office Name: \_\_\_\_\_ Unit ID: \_\_\_\_\_ Date: \_\_\_\_\_
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Hiring Official Name: \_\_\_\_\_ Print Telephone: \_\_\_\_\_

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

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

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

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

TRAVEL/TRANSPORTATION

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

Transportation method:

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

Check One:

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

EMPLOYMENT FORMS

Completed by:

Agency:

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

Casual:

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

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

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

Distribution: Follow Hiring Agency procedures

EXHIBIT 9 – Continued**Non-Discrimination Policy Statement**

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

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

EXHIBIT 10  
INCIDENT BEHAVIOR FORM (ENGLISH), PMS 935-1

## Incident Behavior

Common Responsibilities  
Volunteers and Single Resource Casual Hires

### Inappropriate Behavior:

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

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

### Drugs and Alcohol:

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

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

---

Signature

---

Date

PMS 935-1 (English) (August 2012)

EXHIBIT 10 - INCIDENT BEHAVIOR FORM (SPANISH), PMS 935-2**Comportamiento En Incidentes****Responsabilidades Comunes  
Empleo Casual de Voluntarios y Recursos Individuales****Comportamiento inapropiado:**

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

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

**Drogas y Alcohol:**

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

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

---

Firma

---

Fecha



EXHIBIT 11  
EXEMPT / NONEXEMPT POSITIONS

<b>Position</b>	<b>Exempt</b>	<b>Nonexempt</b>
Administrative Payment Team (APT) Leader	X	
Administrative Payment Team (APT) Member		X
Agency Representative	X	
Air Attack Group Supervisor	X	
Air Support Group Supervisor	X	
Air Tanker Coordinator	X	
Aircraft Base Radio Operator		X
Aircraft Timekeeper		X
BAER Team Leader & Members	X	
Buying Team Leader	X	
Buying Team Member		X
Claims Specialist		X
Commissary Manager	X	
Communications Technician		X
Communications Unit Leader	X	
Compensation for Injury Specialist		X
Compensation/Claims Unit Leader	X	
Computer Technical Specialist		X
Contracting Officer Representative		X
Cook		X
Cook's Helper		X
Cost Apportionment Team Leader		X
Cost Team Member		X
Cost Unit Leader	X	
Crew Representative	X	
Deck Coordinator		X
Demobilization Recorder		X
Demobilization Unit Leader	X	
Display Processor		X
Dispatch Recorder		X

## EXHIBIT 11 – Continued

<b>Position</b>	<b>Exempt</b>	<b>Non Exempt</b>
Dispatcher		X
Division/Group Supervisor	X	
Documentation Recorder		X
Documentation Unit Leader		X
Dozer Boss (Crew Boss)		X
Dozer/Tractor Plow Operator		X
Driver/Operator		X
EMT – Basic		X
EMT – Intermediate		X
EMT – Paramedic		X
ESF4 Primary Leader	X	
ESF4 Structure Support	X	
ESF4 Wildland Support	X	
Engine Boss		X
Equipment Manager		X
Equipment Time Recorder		X
Expanded Dispatch Coordinator	X	
Facilities Maintenance Specialist		X
Facilities Unit Leader	X	
Felling Boss (Crew Boss)		X
FEMA ESF4 Administrative Support		X
Field Observer		X
Finance/Administration Section Chief	X	
Fire Behavior Analyst	X	
Firefighter		X
Firing Boss (Crew Boss)	X	
Fixed Wing Base Manager	X	
Food Unit Leader	X	
Ground Support Unit Leader	X	
Hand Crew Boss	X	
Helibase Manager	X	
Helicopter Coordinator	X	
Helicopter Manager (Crew Boss)	X	
Helispot Manager		X

## EXHIBIT 11 – Continued

<b>Position</b>	<b>Exempt</b>	<b>Non Exempt</b>
Human Resources Specialist	X	
Incident Business Advisor	X	
Incident Commander	X	
Incident Head Dispatcher	X	
Incident Meteorologist	X	
Information Officer	X	
Infrared Interpreter	X	
Interagency Resource Rep		X
Liaison Officer	X	
Loadmaster		X
Logistics Section Chief	X	
Mechanic		X
Medical Unit Leader	X	
Messenger		X
Operations Branch Director	X	
Operations Section Chief	X	
Ordering Manager		X
Parking Tender		X
Personnel Time Recorder		X
Planning Section Chief	X	
Prevention Team Leader	X	
Prevention Team Members		X
Probe-eye Operator		X
Procurement Unit Leader	X	
Receiving/Distribution Manager	X	
Recorder		X
Resource Unit Leader	X	
Safety Officer	X	
Security Manager	X	
Security Personnel		X
Service Branch Director	X	
Situation Unit Leader	X	
Squad Boss		X
Staging Area Manager		X
Status/Check-in Recorder		X
Supply Unit Leader	X	

EXHIBIT 11 – Continued

<b>Position</b>	<b>Exempt</b>	<b>Non Exempt</b>
Supervisory Dispatcher	X	
Support Branch Director	X	
Support Dispatcher		X
Take Off/Landing Coordinator		X
Task Force/Strike Team Leader	X	
Time Unit Leader	X	
Tool and Equipment Helper		X
Tool and Equipment Specialist		X
Training Specialist		X
Weather Observer		X

**OBJECTIVE**

Commissaries are established to serve the needs of all incident personnel. Casuals, regular government employees, and all other assigned personnel should be equipped to be self-sufficient for a minimum of 14 days on the incident to reduce the need for commissary.

**RESPONSIBILITIES**Incident Agency responsibilities:

- Provide direction to the incident management team (IMT) regarding availability and use of commissary and agency specific requirements regarding commissary items and documentation.

Finance/Administration Section Chief (FSC) responsibilities:

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

Time Unit Leader (TIME) responsibilities:

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

Procurement Unit Leader (PROC) responsibilities:

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

Home Unit responsibilities:

- Process payroll deductions posted on the Emergency Firefighter Time Report, OF-288, in accordance with agency policy.

1 Payment Unit responsibilities:

- 2
- 3 • Process vendor deductions posted on the Emergency Equipment Use
  - 4 Invoice, OF-286.
- 5

6 **DEFINITIONS**

7

8 Definitions used throughout this handbook are located in Appendix C -

9 Glossary.

10

11 **Commissary Privileges – Payroll Deduction**

12

13 Individual's authorized payroll deduction commissary privileges shall present

14 either the Conditions of Hire page of the Emergency Firefighter Time Report,

15 OF-288, or documentation provided by the time unit as authorization to receive

16 commissary.

17

- 18 • Regular government employees and casuals may be authorized payroll
  - 19 deductions for commissary purchases.
  - 20
  - 21 • State employees and local cooperators may have commissary payroll
  - 22 deductions if authorized by cooperative agreement, geographic area
  - 23 supplement, or state agency policy.
  - 24
  - 25 • National Guard personnel hired as casuals may be authorized payroll
  - 26 deduction commissary privileges. National Guard mobilized by the
  - 27 Governors orders are not authorized commissary by payroll deduction.
  - 28
  - 29 • Military personnel are not entitled to commissary by payroll deduction.
- 30

31 **Commissary Privileges - Contractors**

32

33 Contractors and their authorized personnel may be issued commissary with

34 approval of the contractor or contractor's agent. Contractors and their

35 authorized personnel shall present a copy of the contractor invoice as

36 authorization to receive invoice deducted commissary. A copy of the contractor

37 invoice is obtained from the procurement unit.

38

39 The amount issued is posted as a deduction to the appropriate vendor invoice

40 used for contract payments. The PROC ensures that supporting documents,

41 such as copies of the Commissary Issue Record, OF-287 (Exhibit 12), or

42 Waybill are attached to the contractor invoice.

**Agency-Provided Commissary**

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

- Commissary should be limited to personal items necessary to keep incident personnel productive.
- Tobacco products may be sold through the commissary in carton-size, rolls, or complete package quantities only. Incidents must abide by state restrictions on the sale of tobacco products to minors. Tobacco products will not be dispensed free of charge.
- Agency-provided commissaries cannot accept cash or credit cards for commissary purchases.

**Ordering/Receiving Procedures**

- Incident supervisor requests commissary items through the time unit on ICS-213, General Message form, by individual name and item requested.
- TIME requisitions commissary items through the Logistics Section on ICS-213, General Message form or other approved requisition. All resource order forms for commissary shall clearly state that the items are for commissary.
- The Logistics Section forwards commissary resource orders to the incident agency per the established ordering process. Normally, these items are procured by the incident agency acquisition staff or assigned Buying Team (BUYT). The incident agency acquisition staff/BUYT completes the Commissary Accountability Record, OF-284, or Waybill to transfer items, arranges delivery of the items to the incident, and processes all returned items. Commissary supplies should be purchased separately from other items to facilitate accountability.
- TIME inventories all items received and verifies against the OF-284, invoice, Waybill, or other transfer document. TIME signs for receipt of goods on the OF-284 or Waybill, and returns a copy to the incident agency acquisition staff or BUYT and immediately notifies them of any discrepancies.

**Commissary Issue Record**

Commissary Issue Record, OF-287 (Exhibit 12), is used to record commissary issues. Items are listed by quantity, descriptive name, unit price, and total value. Individual's print their name and sign for purchases on the OF-287.

The Commissary Issue Records or Waybills are posted to the OF-288, or submitted to the Procurement Unit to document the deduction(s) on the appropriate invoices. Copies of the issues are filed with the contractor invoice prior to contractor demobilization, issues are tallied and a final amount posted to block 26 of the OF-286 (Exhibit 28).

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

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

**Posting Commissary Issues**

PTRC posts the issues from the OF-287 to the OF-288 daily. Posting includes transferring date of issue, items issued, and amount to block 22 of the OF-288, and transferring the I.D. number from block 1 of the OF-288 to block 12 of the OF-287. The PTRC initials the OF-287, to verify that posting is completed.

EQTR documents the issues from the OF-287 by making a copy of the issue and filing it with the contractor invoice. EQTR initials the OF-287, to verify the contractor deduction. Prior to contractor demobilization, all deductions are tallied and a final amount posted to block 26 of the Emergency Equipment Use Invoice, OF-286 (Exhibit 28).

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

**EXHIBITS**

- Exhibit 12 – Commissary Issue Record (OF-287)
- Exhibit 13 – Commissary Accountability Record (OF-284)



EXHIBIT 12  
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.	
COMMODITY	Cigarettes	Toots	Socks	Sweatshirts	Toothpaste	shoes	TOTAL COST	CREW IDENT.	PURCHASERS NAME / DATE / SIGNATURE	12. ID NO (from OF-288 Emergency F.F. Time Report).			
										13. INITIALS (POSTED TO OF-288)			
Unit Price	12								NAME George Chavez	94225615			
Quantity	1						12.00	SRV #2	Signature	DS			
Subtotal	12								George Chavez				
Unit Price	12	196	6						NAME Vern D Reyes	94225629			
Quantity	1	1	2				220.00	SRV #2	Signature	DS			
Subtotal	12	196	12						Vern D Reyes				
Unit Price				24	4	8			NAME Nancy Black	94225618			
Quantity				1	1	1	36.00	SRV #2	Signature	DS			
Subtotal				24	4	8			Nancy Black				
Unit Price									NAME				
Quantity									Signature				
Subtotal													
Unit Price									NAME				
Quantity									Signature				
Subtotal													
Unit Price									NAME				
Quantity									Signature				
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Unit Price									NAME				
Quantity									Signature				
Subtotal													
Unit Price									NAME				
Quantity									Signature				
Subtotal													

**EXHIBIT 13**  
**COMMISSARY ACCOUNTABILITY RECORD, OF-284**  
**(Agency-Provided Commissary)**

<b>COMMISSARY ACCOUNTABILITY RECORD</b>		1. PROJECT OR-KNF-060	3. REPORT NUMBER  2
		2. CAMP NAME  Black Ridge	
4. VALUE OF STOCK RECEIVED, TRANSFERRED, OR RETURNED SINCE LAST REPORT			
a.	P.O. INVOICE or TRANSFER NO.	a. DATE	c. VENDOR or TRANSFER UNIT
	d. DOLLAR VALUE		
(1)	PO 47-01-156500	8-11-XX	Big Lake Hardware
(2)	PO 47-01-156501	8-12-XX	Safeway
(3)	Waybill 1020	8-12-XX	KNF Warehouse
(4)			
(5)			
(6)			
(7)			
(8)			
(9)			
(10)			
(11)			
(12)			
			e. NET CHANGE →
			460.00
5. VALUE OF STOCK ON HAND <i>(item 9 from previous report)</i>			226.00
6. TOTAL <i>(Item 4e plus item 5)</i>			686.00
7. VALUE OF STOCK ISSUED DURING PERIOD <i>(Attach Commissary Manager Copies of OF-287, Commissary Issue Record)</i>			427.50
8. BALANCE <i>(Item 6 minus item 7)</i>			258.50
9. VALUE OF STOCK ON HAND <i>(Physical inventory attached)</i>			258.26
10. DIFFERENCE <i>(Items 8 and 9)</i>			.24
<input type="checkbox"/> PLUS <input type="checkbox"/> MINUS			(Explain in Remarks)
11. Remarks  .24 Difference due to averaging sock prices.			
12. Authorized Signature Lois Gump		13. Title Commissary Manager	14. Date 8-12-XX
I certify that I have determined the accuracy of item (. And hereby accept responsibility for all items represented.			
15. Signature Mary Gandall		16. Title New Commissary Manager	17. Date 8-12-XX

NSN 7540-01-120-4081

COMMISSARY FILE  
GPO 1985 0 - 484-271

Optional Form 284 (9-81)  
USDA/USDI

EXHIBIT 13- Continued

Instructions for form completion:

3. Project - Incident Number.
4. Camp Name - Incident Name.
5. Report Number - Sequential number of accountability records completed. One accountability record must be completed daily or per operational period.
6. Enter as applicable for columns A-D, as shown here for Item (1).
7. Column a, Item (1) P.O. Invoice or Transfer No. Enter the purchase order invoice number or document number from the transfer document. The transfer document (such as a Waybill) is used to transfer items from another incident or to the incident agency. Retain all supporting documentation to attach to original Accountability Record.
8. Column b, Item (1) Date - Enter date of purchase order or transfer document.
9. Column c, Item (1) Vendor or Transfer Unit - Enter the vendor name on the purchase order invoice or name of the transfer unit, e.g., Little Sycamore Incident, Boise District Warehouse.
10. Column d, Item (1) Dollar Value - Enter the dollar value of each purchase order invoice or transfer document.
11. Column e - Net Change. Enter the total for all documents listed in Item 4, Column d, and items 1-12.
12. Value of Stock on Hand - Enter the figure from Item 9 in the previous accountability record. If this is the first report, and no other commissary items are on hand, this block will be zero.
13. Total - Add Item 4e. (Net Change) to Item 5 (Value of Stock on Hand). This is the total amount of stock available to issue at the beginning of the operational period.

EXHIBIT 13 - Continued

14. Value of Stock Issued During Period - This is the total of all issues from the Commissary Issue Record, OF-287. Retain originals of Commissary Issue Records to attach to this accountability record as supporting documentation.
15. Balance - Subtract Item 7 (Value of Stock Issued During Period) from Item 6 (Total). This should equal the amount of stock remaining.
16. Value of Stock on Hand - Inventory all remaining stock and enter the value. Attach the original inventory to the original accountability record.
17. Difference - Subtract Item 9 (Value of Stock on Hand) from Item 8 (Balance). If the difference is zero, you have balanced for the operational period. If there is a difference, check the block to indicate whether it is a plus or minus. List the reason for the discrepancy in the Remarks block 11. Lost or stolen items must be properly documented in accordance with incident agency requirements.
18. Remarks - Indicate any differences, or other comments of interest.
19. Authorized Signature - Signature of individual preparing report.
20. Title - Title of person preparing report.
21. Date - Date report prepared.
22. Signature - When inventory is transferred from an incident to the incident agency or from one TIME or Commissary Manager to the next, this is signed by the receiving individual. The receiving individual must inventory items prior to assuming responsibility.
23. Title - Title of person receiving inventory.
24. Date - Date inventory transferred.

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

**OBJECTIVE**

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

**AUTHORITIES**

There are 3 separate and distinct programs in this section, each with separate authorities. They are the federal workers' compensation program; Agency Provided Medical Care (APMC) program and state workers' compensation program.

**RESPONSIBILITIES**Incident agency responsibilities:

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

Incident Management Team (IMT) responsibilities:

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

1            Finance/Administration Section Chief (FSC) responsibilities:  
2

- 3            •    Oversee the Compensation/Claims Unit to ensure appropriate  
4            injury/illness treatment, authorizations, documentation, and timely  
5            transmittal of information to the home unit.  
6  
7            •    Ensure appropriate utilization of the APMC program and coordinating  
8            with the Medical Unit Leader (MEDL), medical providers, the incident  
9            agency, and others who may be involved.

10  
11           Compensation/Claims Unit Leader or Compensation for Injury Specialist  
12           responsibilities:

- 13  
14           •    Ensure the appropriate state or federal forms are properly completed for  
15           all work related injuries or illnesses beyond first aid.  
16  
17           •    Authorize medical treatment, as appropriate, using state workers'  
18           compensation forms, form CA-16, Authorization for Examination or  
19           Treatment, or form FS-6100-16, APMC Authorization and Medical  
20           Report.  
21  
22           •    Review medical treatment documentation for work restrictions and  
23           informing the individual's supervisor of these restrictions.  
24  
25           •    Ensure that necessary paperwork is completed, processed, forwarded  
26           and faxed to the individual's home unit within established timeframes.  
27  
28           •    Advise individuals' of their rights and responsibilities when injured or  
29           ill.  
30  
31           •    Provide information to the Time Unit Leader (TIME) for accurate  
32           posting of timesheets for injured/ill individuals'.  
33  
34           •    Provide information to the TIME for payroll deduction of non-work  
35           related medical expenses.  
36  
37           •    Follow up on the status of hospitalized or medical evacuated incident  
38           personnel.  
39  
40           •    Inform FSC and Safety Officer of injury/illness and trends occurring on  
41           the incident.

Supervisor responsibilities:

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

Employee responsibilities:

- Request first aid or medical treatment if necessary.
- Notify supervisor of injury/illness.
- Complete employee portion of claim forms in a timely manner.
- Obtain witness statements.
- Promptly report time loss due to injury/illness to supervisor.

Home unit responsibilities:

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

**DEFINITIONS**

Definitions used throughout this handbook are located in Appendix C – Glossary.

First Aid – First aid is emergency care or treatment given to an ill or injured person before regular medical care can be obtained. First aid is generally provided by someone other than a physician. On incidents, most first aid is provided in the field or camp by medical unit personnel such as Emergency Medical Technicians (EMTs). First aid cases involve no lost time.

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

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

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

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

Physician – The term “physician” includes doctors of medicine (MDs), surgeons, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, and osteopathic practitioners within the scope of their practices as defined by state law. Any treatment by a nurse practitioner or physician’s assistant must be countersigned by a physician as defined in the previous sentence and in Department of Labor (DOL) Publication CA-810.



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

5  
6 Submission Requirements – Incident personnel will fax and mail the original  
7 claim of injury or illness, along with supplemental information and medical  
8 documentation, to the home unit or agency specific location within 2 days.

9  
10 Traumatic Injury – A wound or other condition of the body caused by external  
11 force, including stress or strain. The injury must be identifiable by time and  
12 place of occurrence and member of the body affected; it must be caused by a  
13 specific event or incident or series of events or incidents within a single day or  
14 work shift (20 CFR Subpart A, 10.5(ee); OWCP Publication CA-810, 2-2).

## 15 16 **Federal Workers' Compensation**

### 17 18 **The Federal Employees' Compensation Act (FECA)**

19  
20 The FECA provides compensation benefits to civilian employees of the United  
21 States for disability due to personal injury or disease sustained while in the  
22 performance of duty. The FECA is the exclusive remedy for federal workers  
23 suffering a work related injury/illness. All related medical care including first  
24 aid; physician services; surgery; hospitalization; drugs and medicines;  
25 orthopedic, prosthetic, and other appliances and supplies are covered under the  
26 FECA. The U.S. DOL OWCP administers the FECA (20 CFR Part 10). OWCP  
27 has delegated agencies limited medical authorization authority through the  
28 proper use of form CA-16, Authorization for Examination and/or Treatment.

### 29 30 **Coverage Under FECA**

31  
32 Included in coverage are civilian federal employees of the United States  
33 including those under a permanent, seasonal, temporary appointment, or casual  
34 hire. Those excluded from coverage include contractors and employees of  
35 contractors, inmate crews and their custodians, National Guard mobilized by a  
36 Governor's order and active duty military personnel.

37  
38 Generally, federal employees are covered under FECA while in travel status  
39 away from their home unit unless they are engaged in non-work related  
40 activities or deviate from the authorized course of travel for personal reasons. In  
41 such cases, the individual may file a claim to obtain a determination from  
42 OWCP. Do not authorize medical treatment in these circumstances.

**Authorizing Medical Care**

- Traumatic Injuries - OWCP has authorized agencies to issue form CA-16, Request for Examination and/or Treatment, to medical facilities/providers authorizing medical treatment for work related traumatic injuries. This form can only be issued once by the agency and provides for treatment up to 60 days, or until OWCP rules otherwise on the case. Issuance of the CA-16 allows the medical provider to refer the injured employee to specialists as necessary. CA-16 instructions direct the medical provider as to the type of treatment authorized and how to obtain further authorization from OWCP if necessary. The FSC, COMP, or the Injury Compensation Specialist (INJR) or other appropriate authorizing official may issue the CA-16 (Exhibit 16). The authorizing official shall ensure the appropriate U.S. DOL OWCP District Office address (based on the injured employee's personal home mailing address) is indicated in block 12 of the CA-16 (Exhibit 17).

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

When there is doubt whether the injury is work related check block 6.B.2 of the CA-16 to let the physician know of the concern.

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

**Continuation of Pay (COP)**

- Definition and Entitlement. When a federal employee, including casuals, sustains a traumatic injury CA-1 is filed, (Exhibit 14) and seeks medical treatment from a physician, the individual may claim continuation of pay (COP) for any wage loss due to the injury. The intent of COP is to avoid interruption of the employee's income while the claim is being adjudicated by OWCP. A disability exists only when

1 determined by the physician and time loss must be documented by  
2 medical records for an individual to be eligible for COP.  
3

4 COP is available for a maximum of 45 calendar days and begins with  
5 the first day or shift of disability or medical treatment after the date of  
6 injury, provided the absence starts within 45 days after the injury. The  
7 individual is responsible to coordinate with their home unit for specific  
8 direction (20 CFR, Subpart B, 10.200 – 10.224; OWCP Publication  
9 CA-810, 5-1).  
10

11 COP may not be paid after a termination date that was established prior  
12 to the injury. For casuals, COP ends when the casual leaves the  
13 incident, the original length of commitments ends, or when the casual is  
14 released back to duty, whichever occurs first.  
15

16 There is no entitlement to COP for an occupational disease or illness.  
17

- 18 • Controvert. In questionable situations, the agency may wish to  
19 controvert (not pay) COP. The instructions on the back side of the CA-  
20 1, item 36, identify the only reasons COP may be controverted. Any  
21 issues beyond those described should be communicated to the home  
22 unit for action.  
23
- 24 • COP Recording Procedures. Time loss due to disability and medical  
25 treatment on the day of injury is not charged to COP. The individual is  
26 kept in regular pay status to meet base hour requirements or paid the  
27 guarantee hours (8, 9, or 10) for that calendar day. COP begins with  
28 the first day of absence for disability or medical treatment following the  
29 date of injury and should be identified on the Emergency Firefighter  
30 Time Report, OF-288.  
31

32 The only exception is when the injury occurs before the beginning of  
33 the workday or shift. For example, while on incident assignment, an  
34 individual is scheduled to work 0700-1900 and incurs a traumatic  
35 injury at 0630. Medical treatment is provided and the physician notes  
36 disability for that day. Charge COP for base hour requirements  
37 beginning the shift immediately following the injury.  
38

39 COP is charged for each day the individual is absent from work due to  
40 disability including intermittent periods or partial days. For example,  
41 an individual is treated and released by the doctor to return to work on  
42 the date of the injury, but is required to return for follow-up treatment

1 during regular work hours on a subsequent day. Use COP to pay time  
2 for this follow-up treatment.

3  
4 Work performed during a period of COP is recorded as regular hours of  
5 work. Return travel to the home unit from an incident assignment is  
6 considered work time and is not charged to COP.

7  
8 Travel to and from a medical provider and/or time spent receiving  
9 medical treatment is compensable as work hours if it falls within the  
10 normal guaranteed work schedule (guaranteed 8 hour day for casuals).  
11 FECA does not allow payment of overtime for either of these activities.

12  
13 COP Recording for Regular Government Employees

14 The COP rate for a regular government employee is determined by  
15 the individual's home unit.

16  
17 To record COP, indicate "COP" in the Start/Stop columns.  
18 Record, in the Hours column, the total time needed to complete the  
19 guarantee hours (8, 9, or 10) for that day. Indicate partial days of  
20 disability with clock hours and total COP hours in the Hours  
21 column. Note date and time of injury and return to duty  
22 information in the Remarks block (Exhibit 20).

23  
24 COP Recording for casuals

25 For casuals the COP rate is determined by the AD position  
26 classification the casual was working under at the time of injury.

27  
28 To record COP, indicate "COP" in the Start/Stop columns and  
29 record "8" in the Hours column for each full day of disability.  
30 Indicate partial days of disability with clock hours and total COP  
31 hours in the Hours column. Note date and time of injury and  
32 related information in the Remarks block.

1 Example:

2  
3 A PTRC (single resource) is injured on day 8 of a 14 day  
4 assignment, the disability continues for another 8 days, the  
5 PTRC would only be entitled to 6 days of COP.  
6

7 A Type 2 crew member is injured on day 5 and released home.  
8 On day 10, the crew member was released by his physician to  
9 return to duty, but the rest of the crew completed the 14 day  
10 assignment. The crew member would only be entitled to 5 days  
11 COP. A casual is only entitled to COP, until released by a  
12 physician, not to exceed 45 days.  
13

14 If on a day subsequent to the date of injury and initial treatment,  
15 a casual worked 4 hours and was then transported to a doctor for  
16 follow-up treatment (2 hours round trip travel and medical  
17 treatment time), the COP entitlement would be 2 hours (4 hours  
18 work + 2 hours travel/medical + 2 hours COP = 8 hours  
19 guarantee). The 2 hours of medical time is compensable as work  
20 time as it falls within the guaranteed 8 hours. Record "COP" in  
21 the Start/Stop columns and "2" in the Hours column.  
22

23 If a casual works 8 or more hours prior to seeking medical  
24 treatment, there is no charge to COP for the day. If the casual is  
25 assigned work during the time under medical restrictions, this  
26 time is not COP and must be recorded as regular work time,  
27 whether within or exceeding 8 hours of compensation for the  
28 day.  
29

30 Do not confuse COP with the guaranteed 8 hours per day for  
31 casuls. They are 2 different sets of guidance for entirely  
32 different purposes. For instance, COP is not allowed for an  
33 occupational disease or illness. However, if a casual has a cold  
34 and misses work, the casual may still be entitled to their  
35 guaranteed 8 hours of pay if not released from the incident.  
36

### 37 **Selection of Physician**

38  
39 Under FECA, employees may elect a physician of their choice. Emergency  
40 incidents that dictate securing medical services from the nearest available  
41 facility does not constitute selection or choice of physician. The election is still

1 available, should further treatment be necessary, when the employee returns to  
2 the home unit.

### 4 **Agency Provided Medical Care (APMC)**

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

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

### 18 **Authority for APMC**

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

### 28 **APMC Coverage**

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

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

6  
7 Employee Choice of Processes – Injured federal employees do not have a right  
8 to treatment under APMC as they do under FECA. It is the agency’s choice  
9 whether or not to offer APMC. Per OWCP, the employee’s use of APMC  
10 instead of FECA is voluntary. The COMP/INJR is responsible to counsel the  
11 employee on the difference between APMC and OWCP treatment and allow the  
12 employee to choose.

13  
14 APMC Use for Treatment of Traumatic Injuries – Use of APMC for traumatic  
15 injuries must be limited to injury/illness cases involving only 1 treatment and  
16 may not include authorization for therapy, stitches, x-rays, or other non-first aid  
17 treatments.

18  
19 APMC Use for Treatment of Occupational Disease & Illness Claims – APMC  
20 may be used to authorize first aid treatment only for illnesses such as respiratory  
21 infections, colds, sore throats and similar conditions associated with exposure to  
22 smoke, dust, and weather conditions, etc. Authorization of APMC treatment is  
23 at the discretion of the agency and should be minimal, only to relieve suffering.  
24 APMC is appropriate as an interim measure until the employee can arrange for  
25 private medical attention, at the individuals’ expense, or file a claim under  
26 FECA and await OWCP’s approval to incur medical expenses.

27  
28 Non-Work Related Injuries/Illness – APMC should not be authorized for non-  
29 work related injuries or illnesses. However, in situations where it is deemed  
30 necessary by the incident agency, counsel the employee and ensure that a  
31 payroll deduction is made to cover the cost. The incident agency is responsible  
32 for paying the medical provider and for resolving any disputed matters with the  
33 individual treated for all APMC services authorized.

34  
35 APMC Use for Dental Work – Do not authorize APMC for dental treatment,  
36 e.g., toothache due to cavity, where there is any question whether it relates to a  
37 work related injury. Upon return to the home unit, the individual can obtain  
38 treatment and file a claim for reimbursement from OWCP if they feel the  
39 condition was work related. However, in situations where it is deemed  
40 necessary by the incident agency, counsel the employee and ensure that a  
41 payroll deduction is made to cover the cost.

1 Contractors – Contract personnel may not utilize APMC services.

2  
3 State and Other Non-Federal Employees –State authorities vary and may not  
4 allow APMC for state employees. The sending unit geographic area state or  
5 federal incident business management coordinator should be contacted for the  
6 states policy in this matter if the injured individual does not have the  
7 information (State and National Guard employees’ coverage is dependent on  
8 the contract and/or agreement under which they are dispatched).

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

### 12 13 **Procedures to Establish APMC**

14  
15 The FSC coordinates the establishment of APMC through the incident agency.

### 16 17 **Payment of APMC Costs**

18  
19 Appropriate APMC costs, as authorized by the FSC or COMP, are paid by  
20 incident personnel or the incident agency per agency policy.

### 21 22 **Procedures for Using APMC**

23  
24 Medical Resource Request Number – A medical resource request number (M#)  
25 is assigned for treatment under APMC. The M# is issued to the medical  
26 provider by the Finance/Administration Section. Requests are numbered  
27 sequentially, prefixed by the resource category alpha code, e.g., M-1, M-2, M-3.  
28 Each incident is assigned a unique incident/project order number. For example,  
29 MT-LNF-076 stands for: Montana, Lolo National Forest. The “076” is the  
30 sequential incident number. The medical resource request number consists of  
31 the incident order number, followed by the request number, e.g., MT-LNF-076,  
32 M-1. This combination is referred to as an M#. One M# is issued to cover  
33 APMC treatment associated with a specific injury or illness.

34  
35 COMP or INJR issues the APMC Authorization and Medical Report, Form FS-  
36 6100-16, which is used to authorize APMC treatment and for the medical  
37 provider to document patient evaluation and diagnosis. The FS-6100-16 is  
38 returned to the COMP/INJR so duty status and disability determinations can be  
39 made.

40  
41 All APMC cases must have the M# entered on the top of all reporting forms  
42 with a notation “Paid by APMC”.



1 All authorized services must be summarized on the Incident Injury/Illness Log.  
2 The FSC/COMP provides a copy of the log to the incident agency to support  
3 payment for APMC and to facilitate follow-up (Exhibit 19).

4  
5 Do not confuse APMC procedures with either state or federal workers'  
6 compensation programs. Do not issue a form CA-16, Authorization for  
7 Examination and Treatment for APMC.

## 9 **Procedures and Documentation Requirements for FECA or APMC**

### 11 **Traumatic Injury**

12  
13 **Form Required** – CA-1, Report of Traumatic Injury and Claim for  
14 Compensation.

#### 16 **Action Taken:**

- 17  
18 ○ Individual completes the front of form as soon as possible and  
19 preferably within 48 hours of the injury. Supervisor completes the  
20 reverse side, signs, and gives receipt to individual.
- 21  
22 ○ Individual/supervisor should obtain witness statement(s) if  
23 appropriate. Supervisor is responsible for completion if employee  
24 is incapacitated.
- 25  
26 ○ Leave blocks titled “Occupational code”, “Type code”, “Source  
27 code”, “OWCP Agency Code”, and “Occupational Safety and  
28 Health Administration (OSHA) Site Code” blank. Home unit is  
29 responsible to complete.
- 30  
31 ○ INJR advises individual of rights, benefits, and responsibilities.
- 32  
33 ○ INJR authorizes medical care, if appropriate, by issuing:
  - 34  
35 ■ If using FECA procedures: CA-16, Authorization for  
36 Examination and/or Treatment, if the case requires any  
37 medical treatment. Only 1 form per injury is issued to the  
38 medical provider. OR;
  - 39  
40 ■ If using APMC procedures: FS-6100-16, APMC  
41 Authorization and Medical Report for 1 first aid type of  
42 treatment. If a follow-up appointment, after duty hours, is

1 required, INJR issues another FS-6100-16. The original  
2 M number is used for a follow up visit.

- 3  
4       ▪ If verbal authorization is given to the medical provider,  
5 forward the authorization form to provider within 48  
6 hours.

- 7  
8       ○ Injured individual or individual acting on their behalf returns  
9 completed form to the INJR.  
10  
11       ○ COMP/INJR faxes **and** mails original injury/illness forms,  
12 supporting documentation and medical treatment records to the  
13 individual's home unit compensation specialist within 2 days of  
14 receipt of the CA-1.

15  
16 **Occupational Disease (Illness)** covered by FECA requiring medical treatment  
17 or resulting in lost time.

18  
19 **Form Required** – CA-2, Notice of Occupational Disease and Claim for  
20 Compensation.

21  
22 **Action Taken:**

- 23  
24       ○ Individual completes the front of form as soon as possible and  
25 preferably within 48 hours. Supervisor completes and signs  
26 reverse side.  
27  
28       ○ Leave blocks titled "Occupational code", "Type code", "Source  
29 code", "OWCP Agency Code", and "OSHA Site Code" blank.  
30 Home unit is responsible to complete.  
31  
32       ○ INJR advises individual of rights, benefits, and responsibilities.  
33  
34       ○ INJR authorizes appropriate APMC medical care, using a FS-  
35 6100-16, for first aid treatment for illnesses such as respiratory  
36 illness, colds, sore throats and similar conditions associated with  
37 exposure to smoke, dust, and weather conditions, etc. Treatment  
38 of more significant illness/disease conditions are not authorized  
39 and must be submitted to OWCP for adjudication. Do not issue a  
40 CA-16 for an occupational disease or illness.

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

**Prescriptions** – Utilize local pharmacies that accept the DOL, OWCP fee schedule and bill directly. Pharmacies/Medical providers not enrolled with DOL, OWCP, Division of Federal Employees Compensation (DFEC), should contact DOL, Affiliated Computer Services (ACS) <https://owcp.dol.acs-inc.com>.

**Fatality** – The individual's home unit processes workers' compensation claim. If death is not immediate incident finance personnel takes the following actions;

- **Forms Required** – If death is not immediate
  - CA-1, Report of Traumatic Injury and Claim for Compensation
  - CA-16, Authorization for Examination and/or Treatment, if appropriate
- **Action Taken:**
  - COMP/INJR authorizes medical care, as appropriate under FECA regulation, utilizing the CA-16, Authorization for Examination and/or Treatment, if employee is transported to medical facility to be treated before death is declared. (CA-16's should not be issued for any type of illness or injury that, even though life-threatening, is not clearly work related. Seizures, chest pains, stroke symptoms, or unexplained loss of consciousness are not clearly work related, and a CA-16 should not be issued).
  - Supervisor completes the front and back of the CA-1 form as soon as possible.
  - Leave blocks titled "Occupational code", "Type code", "Source code", "OWCP Agency Code", and "OSHA Site Code" blank. Home unit is responsible to complete.
  - COMP/INJR faxes all forms and supporting documentation (medical reports, accident investigation report, witness statements, etc.) to the home unit **immediately upon receipt**, and mails original injury/illness forms, supporting documentation to the individual's home unit compensation specialist within 2 days of receipt.

**Forms Distribution**

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

The Compensation/Claims Unit Leader:

- Uses the Incident Injury Case File Envelope to file injury forms, supporting documentation, and medical treatment documentation. Forward the complete package to the individual's home unit upon demobilization of the individual (Exhibit 22).
- Completes an Incident Injury/Illness Log to document injuries/illnesses. The log may not contain any sensitive information (Exhibit 19).

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

**State and Cooperators Workers' Compensation Coverage**

- State Workers' Compensation – State employees experiencing injury or illness on the incident should complete state specific forms and notify their home unit of workers' compensation claims per agency requirements. If state forms are not available, the employee may use a CA-1 or CA-2 to initially record the necessary information. Federal references should be crossed out and the state name written at the top of the form. The state employee is responsible to contact the home unit to obtain the proper reporting forms. The COMP maintains injury compensation records and transmits documents to the home unit per

1 state agency policy. Do not issue CA-16 for medical treatment.  
2 Reference APMC coverage.

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

11

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

15

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

## 20

## 21 **EXHIBITS**

- 22
- 23 • Exhibit 14 – Notice of Traumatic Injury and Claim for Continuation of  
24 Pay/Compensation (CA-1)
  - 25 • Exhibit 15 – Notice of Occupational Disease and Claim for  
26 Compensation (CA-2)
  - 27 • Exhibit 16 – Authorization for Examination and/or Treatment (CA-16)
  - 28 • Exhibit 17 – U.S. Department of Labor OWCP District Offices List
  - 29 • Exhibit 18 – Agency Provided Medical Care (APMC) Authorization and  
30 Medical Report (FS-6100-16)
  - 31 • Exhibit 19 – Sample Incident Injury/Illness Log
  - 32 • Exhibit 20 – Emergency Firefighter Time Report (OF-288) Showing COP  
33 for a Regular Government Employee
  - 34 • Exhibit 21 – Emergency Firefighter Time Report (OF-288) Showing COP  
35 for a Casual Employee
  - 36 • Exhibit 22 – Sample Incident Injury Case File Envelope (OF-313)

**EXHIBIT 14**  
**NOTICE OF TRAUMATIC INJURY AND CLAIM FOR**  
**CONTINUATION OF PAY/COMPENSATION, CA-1**

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

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

Employee: Please complete all boxes 1 - 15 below. Do not complete shaded areas.

Witness: Complete bottom section 16.

Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

1. Name of employee (Last, First, Middle) **Smith, Katrina L** 2. Social Security Number **000-00-0000**

3. Date of Birth (Mo. Day Yr.) **XX/XX/XX** 4. Sex  Male  Female 5. Home Telephone (include area code) **208-555-1234** 6. Grade as of date of injury  
 Level **7** Step **2**

7. Employee's home mailing address (include city, state, and zip code)  
**123 Waterway Rd**  
**Boise, ID 83705** 8. Dependents  
 Wife, Husband  
 Children under 18 years  
 Other

**Description of Injury**  
 9. Place where injury occurred (e.g., 2<sup>nd</sup> floor, Main Post Office Bldg., 12<sup>th</sup> & Pine)  
**Warm Lake Incident Base - Tool Sharpening Area**

10. Date Injury Occurred (Mo. Day, Yr.) **07/12/2008** Time **10:15**  a.m.  p.m. 11. Date of this notice (Mo., Day, Yr.) **07/12/2008** 12. Employee's Occupation **Forestry Technician**

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

14. Nature of Injury (Identify both the injury and the part of body, e.g., fracture of left leg)  
**Right thumb laceration**

a. Occupation code	
b. Type code	c. Source code
OWCP Use-NOI Code	

**Employee Signature**

15. I certify, under penalty of law, that the injury described above was sustained in performance of duty as an employee of the United States Government and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and the following as checked below, while disabled for work:  
 a. Continuation of regular pay (COP) not to exceed 45 days and compensation for wage loss if disability for work continues beyond 45 days. If my claim is denied, I understand that the continuation of my regular pay shall be charged to sick or annual leave, or be deemed an overpayment within the meaning of 5 USC 5584.  
 b. Sick and/or Annual Leave  
 I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.

Signature of employee or person acting on his/her behalf Date **7/12/2008**  
 Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative penalties as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.

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

**Witness Statement**

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

Name of witness <b>Piper Lynn</b>	Signature of witness 	Date signed <b>07/12/2008</b>	
Address <b>PO Box 3333</b>	City <b>Boise</b>	State <b>ID</b>	Zip Code <b>83704</b>

EXHIBIT 14 - Continued

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

**Supervisor's Report**

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

3924 Development Avenue OSHA Site Code

Boise ID 83705

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

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

20. Regular work hours From: 09:00  a.m. To: 06:00  a.m.  p.m. 21. Regular work schedule  Sun.  Mon.  Tues.  Wed.  Thurs.  Fri.  Sat.

22. Date of injury 07/12/2008 23. Date notice received 07/12/2008 24. Date stopped work 07/12/2008 Time: 10:15  a.m.  p.m.

25. Date pay stopped 26. Date 45 day period began 07/13/2008 27. Date returned to work 07/14/2008 Time: 04:00  a.m.  p.m.

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

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

30. Was injury caused by third party?  Yes  No (If "No," go to item 32.) 31. Name and address of third party (include city, state, and ZIP code)

32. Name and address of physician first providing medical care (include city, state, ZIP code)  
 Dr. Converse 1313 Water Street Boise ID 83705 33. First date medical care received 07/12/2008

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

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

36. If the employing agency controverts continuation of pay, state the reason in detail.  
 N/A 37. Pay rate when employee stopped work \$ 17.70 Per hour

**Signature of Supervisor and Filing Instructions**

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

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

Name of supervisor (Type or print)  
 Laine Schwarberg

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

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

39. Filing instructions  No lost time and no medical expense: Place this form in employee's medical folder (SF-65-D)  
 No lost time, medical expense incurred or expected: forward this form to OWCP  
 Lost time covered by leave, LWOP, or COP: forward this form to OWCP  
 First Aid Injury

Form CA-1  
 Rev. Apr. 1989

**EXHIBIT 14 - Continued**

**Instructions for Completing Form CA-1**

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

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

**13) Cause of injury**

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

**14) Nature of Injury**

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

**15) Election of COP/Leave**

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

**Supervisor**

At the time the form is received, complete the receipt of notice of injury and give it to the employee. In addition to completing items 17 through 39, the supervisor is responsible for obtaining the witness statement in Item 16 and for filling in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form should be sent to OWCP within 10 working days after it is received. The supervisor should also submit any other information or evidence pertinent to the merits of this claim. If the employing agency controverts COP, the employee should be notified and the reason for controversion explained to him or her.

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

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

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

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

**19) Employers Retirement Coverage.**

Indicate which retirement system the employee is covered under.

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

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

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

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

**33) First date medical care received**

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

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

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

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

**Employing Agency - Required Codes**

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

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

**OWCP Agency Code**

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



EXHIBIT 15
NOTICE OF OCCUPATIONAL DISEASE AND CLAIM FOR COMPENSATION, CA-2

Notice of Occupational Disease and Claim for Compensation

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



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

Employee Data
1. Name of employee (Last, First, Middle) Ruby, Tim S.
2. Social Security Number 000-00-0000
3. Date of birth Mo. Day Yr. 7 12 59
4. Sex M
5. Home telephone (208) 555-1111
6. Grade as of date of last exposure Level 6 Step 5
7. Employee's home mailing address (include city, state, and zip code) 285 Smoke Street Boise ID Zip code 83705
8. Dependents [X] Wife, Husband [ ] Children under 18 years [ ] Other
Claim Information
9. Employee's occupation Forestry Technician
a. Occupation code
10. Location (address) where you worked when disease or illness occurred (include city, state, and zip code) Paper Fire on the Boise National Forest 1275 Oakwood Road
11. Date you first became aware of disease or illness Mo. Day Yr. 8 22 8
12. Date you first realized the disease or illness was caused or aggravated by your employment Ma. Day Yr. 8 22 8
13. Explain the relationship to your employment, and why you came to this realization

While working as a firefighter on the Paper Fire, I was subjected to a great amount of smoke inhalation. The smoke was caused by a slip over in the area where I was working.

14. Nature of disease or illness Smoke Inhalation
OWCWP Use - NOI Code
b. Type code c. Source code
15. If this notice and claim was not filed with the employing agency within 30 days after date shown above in item #12, explain the reason for the delay. N/A
16. If the statement requested in item 1 of the attached instructions is not submitted with this form, explain reason for delay. N/A
17. If the medical reports requested in item 2 of attached instructions are not submitted with this form, explain reason for delay. N/A

Employee Signature

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

Signature of employee or person acting on his/her behalf [Signature] Date 8/22/08

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

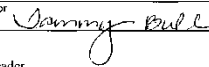
Any person who knowingly makes false statement, misrepresentation, concealment of fact, or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled, is subject to felony criminal prosecution and may, under appropriate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

For sale by the Superintendent of Documents, U.S. Government Printing Office Washington, DC 20402

CA-2 (3/88)

EXHIBIT 15 - Continued

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

<b>Supervisor's Report</b>	
19. Agency name and address of reporting office (include city, state, and ZIP Code)	
USFS, ASC-HCM Workers' Compensation Section	
3900 Masthead St., MS-118	
Albuquerque NM 87109	
OWCP Agency Code	
OSHA Site Code	
20. Employee's duty station (Street address and ZIP Code)	
NFC 3833 S. Development Avenue Boise ID 83705	
21. Regular work hours	22. Regular work schedule
From: 09:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m. To: 06:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	<input type="checkbox"/> Sun. <input checked="" type="checkbox"/> Mon. <input checked="" type="checkbox"/> Tues. <input checked="" type="checkbox"/> Wed. <input checked="" type="checkbox"/> Thurs. <input checked="" type="checkbox"/> Fri. <input type="checkbox"/> Sat.
23. Name and address of physician first providing medical care (include city, state, ZIP code)	
Cascade Medical Center	
4720 Deer Lane	
Cascade ID 88603	
24. First date medical care received	
Mo. Day Yr.	
Mo. Day Yr.	
25. Do medical reports show employee is disabled for work? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
26. Date employee first reported condition to supervisor	27. Date and hour employee stopped work
Mo. Day Yr. 08/22/2008	Mo. Day Yr. 08/22/2008 Time 02:00
28. Date and hour employee's pay stopped	29. Date employee was last exposed to conditions alleged to have caused disease or illness
Mo. Day Yr. Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Mo. Day Yr. 08/22/2008
30. Date returned to work	Time <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Mo. Day Yr. 08/23/2008 Time 08:00	
31. If employee has returned to work and work assignment has changed, describe new duties	
Employee assigned light duty at the incident base and is not to be exposed to smoke for two days. Employee can return to fireline after two days.	
32. Employee's Retirement Coverage <input type="checkbox"/> CSRS <input checked="" type="checkbox"/> FERS <input type="checkbox"/> Other, (Specify)	
33. Was injury caused by third party?	34. Name and address of third party (include city, state, and ZIP code)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No," go to item 34.	
<b>Signature of Supervisor</b>	
35. A supervisor who knowingly certifies to any false statement, misrepresentation, concealment of fact, etc., in respect to this claim may also be subject to appropriate felony criminal prosecution.	
I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:	
Name of Supervisor (Type or print)	
Tammy Bull	
Signature of Supervisor	
	
Date	
08/22/2008	
Supervisor's Title	
Strike Team Leader	
Office phone	
(208)355-1234	

Form CA-2  
Rev. Jan. 1997

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

Authorization for Examination  
 And/Or Treatment

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



The following request for information is authorized by law (5 USC §101 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 Cf. No. A-108.

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

**PART A - AUTHORIZATION**

1. Name and Address of the Medical Facility or Physician Authorized to Provide the Medical Service: Dr. Converse 1313 Water Street Boise, ID 83705			
2. Employee's Name (last, first, middle) Miller, Amy K.	3. Date of Injury (mo., day, yr.) 7/12/03	4. Occupation Forestry Technician	
5. Description of Injury or Disease: Right Thumb Laceration			

6. You are authorized to provide medical care for the employee for a period of up to sixty days from the date shown in item 11, subject to the condition stated in item A, and to the condition indicated either 1 or 2, in item B.

A. Your signature in item 8 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 the 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:

*Sissal Batey*  
 9. Name and Title of Authorizing Official: (Type or print clearly)  
 Sissal Batey  
 Comp/Claims Unit Leader

10. Local Employing Agency Telephone Number:  
 (208) 555-0123

11. Date (mo., day, year)  
 7/12/03

12. Send one copy of your report (Fill in remainder of address)

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

Department or Agency  
 U. S. Department of Interior  
 Bureau or Office  
 Bureau of Land Management  
 Local Address (Including Zip Code)  
 3524 Development Avenue  
 Boise, ID 83705

U.S. DEPARTMENT OF LABOR  
 Employment Standards Administration  
 Office of Workers' Compensation Programs  
 1111 Third Avenue, Suite 550  
 Seattle, WA 98101-3212

(See Exhibit 04 for OWCP District Office list)

**Public Burden Statement**

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing burden, to the Office of Information Management, Department of Labor, Room N1301, 200 Constitution Avenue, N.W., Washington, D.C. 20219, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

This form was originally produced by National Production Service Staff

Form CA-16  
 Rev. Oct. 1988

EXHIBIT 17US DEPARTMENT OF LABOR OWCP DISTRICT OFFICES

## US DEPARTMENT OF LABOR DISTRICT OFFICES

<p><b><u>District Office 1 – Boston</u></b></p> <p>(Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont) U.S. Dept. of Labor, OWCP JFK Federal Building, Room E-260 Boston, MA 02203</p>	<p><b><u>District Office 11 – Kansas City</u></b></p> <p>(Arkansas, Iowa, Kansas, Missouri, and Nebraska; all employees of the Department of Labor, except Job Corps enrollees, and their relatives) U.S. Dept. of Labor, OWCP Two Pershing Square Building 2300 Main Street, Suite I 090 Kansas City, MO 64108-2416</p>
<p><b><u>District Office 2 – New York</u></b></p> <p>(New Jersey, New York, Puerto Rico, and the Virgin Islands) U.S. Dept. of Labor, OWCP 201 Varick Street, Room 740 New York, NY 10014</p>	<p><b><u>District Office 12 – Denver</u></b></p> <p>(Colorado, Montana, No. Dakota, So. Dakota, Utah, and Wyoming, New Mexico) U.S. Dept. of Labor, OWCP One Denver Federal Center, Building 13 Denver, CO 80225-0602</p>
<p><b><u>District Office 3 – Philadelphia</u></b></p> <p>(Delaware, Pennsylvania, and West Virginia; Maryland when the claimant's residence has a zip code beginning with 21***) U.S. Dept. of Labor, OWCP Curtis Center, Suite 715 East 170 S. Independence Mall West Philadelphia, PA 19106-3308</p>	<p><b><u>District Office 13 – San Francisco</u></b></p> <p>(Arizona, California, Hawaii, and Nevada) U.S. Dept. of Labor, OWCP 90 Seventh St., Suite 15300 San Francisco, CA 94103</p>
<p><b><u>District Office 6 – Jacksonville</u></b></p> <p>(Alabama, Florida, Georgia, Kentucky, Mississippi, No. Carolina, So. Carolina, and Tennessee) U.S. Dept. of Labor, OWCP 400 West Bay Street, Room 826 Jacksonville, FL 32202</p>	<p><b><u>District Office 14 – Seattle</u></b></p> <p>(Alaska, Idaho, Oregon, and Washington) U.S. Dept. of Labor, OWCP 300 Fifth Avenue, Ste 1050 Seattle, WA 98104</p>
<p><b><u>District Office 9 – Cleveland</u></b></p> <p>(Indiana, Michigan, Ohio; All special claims and all areas outside of the U.S., Its possessions, territories and trust territories) U.S. Dept. of Labor, OWCP 1240 East Ninth Street, Room 851 Cleveland, OH 44199</p>	<p><b><u>District Office 16 – Dallas</u></b></p> <p>(Louisiana, Oklahoma, and Texas) U.S. Dept. of Labor, OWCP 525 South Griffin Street, Room 100 Dallas, TX 75202</p>
<p><b><u>District Office 10 – Chicago</u></b></p> <p>(Illinois, Minnesota, Wisconsin) U.S. Dept. of Labor, OWCP 230 South Dearborn Street, Eighth Floor Chicago, IL 60604</p>	<p><b><u>District Office 25 – Washington D.C.</u></b></p> <p>(District of Columbia, Virginia, Maryland when the claimant's residence has a zip code other than 21***) U.S. Dept. of Labor, OWCP 800 N. Capital Street N.W., Room 800 Washington, D.C. 20211</p>

**EXHIBIT 18**  
**AGENCY PROVIDED MEDICAL CARE (APMC) AUTHORIZATION**  
**AND MEDICAL REPORT, FS-6100-16**

USDA-Forest Service		FS 6100-16 (01/05)
<b>AGENCY PROVIDED MEDICAL CARE AUTHORIZATION AND MEDICAL REPORT</b> (Physician or Medical Facility Form may be used for Medical Report) (Refer to FSH 5109.34, IBMH Chptr 10)		
<b>Part A Authorization</b>		
1. Medical Resource Request "M Number"		
M-2		
2. Procurement Identification (BPA/Field PO No., etc)		
3. Responsible Payment Unit		
Boise National Forest		
4. Employee Name	6. Social Security No.	
Tim Ruby	XXX-XX-XXXX	
6. Employing Agency	8. Date of Injury	
Forest Service, Boise National Forest	08/22/XXXX	
7. Home Unit and Address		
Boise National Forest 1275 Oakwood Road Boise, ID 87045		
9. Physician/Medical Facility:		
Cascade Medical Center 4720 Deer Lane Cascade, ID 88603		
9a Description of Injury or Disease:		
Smoke Inhalation		
Please provide initial diagnosis and treatment medically necessary for Injury/Illness. Surgery, other than emergency, and/or hospitalization requires further authorization. Please complete the following medical report at the time of treatment and give to the employee for return to our office.		
10. Authorizing Signature (Agency Admin/Line Officer, FSC, or COMP)	11. Date	
<i>Courtney Cray, COMP</i>	08/22/XXXX	
<b>Part B Attending Physician's Report</b>		
1. Evaluation or Diagnosis:		
Smoke inhalation resulting in a bronchial infection		
2. Description of Treatment:		
Bronchial therapy and medication		
3. Medicine Prescribed and Potential Side Effects:		
10 days antibiotics		
4. Work Restrictions (if any) and length of restrictions.		
Do not expose to smoke for 2 days – then can return to fireline duty. Can work in a non-smoky environment.		
5. Physician's Signature	6. Date	
<i>Doctor Signature, MD</i>	08/22/XXXX	
Attachment: Employee's CA-1/CA-2 (white copy)      OVER Medical Facility CA-1/CA-2 (pink copy) Incident Unit Headquarters CA-1/CA-2 (yellow copy)		

EXHIBIT 18 - Continued

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:

Comp Specialist Name	Connie Comp
Agency Unit Headquarters	R4 USFS
Phone Number	(XXX) XXX-XXXX

**EXHIBIT 19**  
**SAMPLE INCIDENT INJURY/ILLNESS LOG**

Incident Injury/Illness Log

INCIDENT NAME			INCIDENT NUMBER				
EMPLOYEE NAME, HOME UNIT & PHONE #	DATE OF INJURY	M.F. (APMC only)	CREW NAME OR OR SECTION	SUPERVISOR NAME HOME UNIT & PHONE #	NATURE OF INJURY/ILLNESS	FORMS PREPARED	DATE FORMS TRANSMITTED TO HOME UNIT
<i>Sample Entry -</i> Amy Miller Boise Field Office 208-387-1122	7/12/XXXX	N/A	Supply Unit	Laine Schwarberg BLM Vale District Office 841-123-4444	Right Thumb Laceration	CA-1, CA-16	7/13/XXXX

EXHIBIT 20
EMERGENCY FIREFIGHTER TIME REPORT (OF-288) SHOWING COP
FOR A REGULAR FEDERAL EMPLOYEE

EMERGENCY FIREFIGHTER TIME REPORT F711
2. Social Security Number: 000-00-0000
3. Initial Employment (X One): Yes
4. Type of Employment (X One): Regular Gov't Employee
6. Transferred from:
7. Employee Has (X One): Been Discharged, Quit
8. Entitled to Return Travel Time (X One): Yes
9. Entitled to Return Transportation (X One): Yes
10. Name (First, Middle, Last): Smokey T. Bear
11. Street Address: 118 W Smokey Bear Blvd
12. City: Boise
13. State: ID
14. Zip Code: 83705
16. Name: Sue Bear
17. City: same
20. FIRE LOCATION IDENTIFICATION
1. Fire Name: Warm Lake
2. Fire No.: ID-BOD-005161
3. Unit Code: BOD
4. Fire Location: ID
5. State: ID
6. Firefighter Classification: FFT2
7. Rate: GS
8. Date and Time: 07-10-2008 07:10-07:16
9. Total Hours: 56.00
10. Gross Amount:
11. Inclusive Dates: 07/10-07/16
12. Time Officer's Signature: [Signature]
13. Date Signed: 7-16-2008
21. SHOW "H" FOR HAZARD PAY AND "E" PLUS % FOR ENVIRONMENTAL DIFFERENTIAL
22. Commodity Record
a. Date: 07/16/XX
b. Item: Toiletries
c. Amount: 11.00
23. Remarks: 7/12 injured at 1015
24. ALSO Check Number and Stamp
25. Employee Signature: [Signature]
26. Issue Officer (Signature): [Signature]



EXHIBIT 21
EMERGENCY FIREFIGHTER TIME REPORT (OF-288) SHOWING COP
FOR A CASUAL

EMERGENCY FIREFIGHTER TIME REPORT Form 7111. Includes sections for personal information, fire location identification, time report table, and signature blocks. The time report table shows dates from 08/01 to 08/04 with various shift codes and hours.

OPTIONAL FORM 288 (Rev. 3/93)
USDARVSI
50288-102

ORIGINAL - PAYROLL COPY

**EXHIBIT 22**  
**SAMPLE INCIDENT INJURY CASE FILE ENVELOPE**

NAME OF CLAIMANT <i>Müller, Amy</i>	DATE OF INJURY OR ILLNESS <i>7/12/xxxx</i>	APMC [ ]	OWCP [✓]	FIRST AID ONLY [ ]
INCIDENT/COMPLEX NAME <i>Warm Lake</i>	INCIDENT NUMBER <i>ID-B0D-005161</i>	UNIT LOG NUMBER M-		

**CHECK LIST FOR CASE FILES**

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

CLAIMANT ASSIGNED TO:

(Crew Name or OH Section)

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

(Agency)  
*3924 Development Ave.*  
(Address)

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

SUPERVISOR ON INCIDENT: *Laine Schwarberg*

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

(Agency)

*3924 Development Ave.*  
(Address)

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

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

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

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

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**INCIDENT INJURY CASE FILE ENVELOPE**

Optional Form 313 (Rev. 4-2000)

**OBJECTIVE**

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

**POLICY**

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

**RESPONSIBILITIES**Home unit responsibilities:

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

Regular government employees, casuals, and cooperators responsibilities:

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

Incident agency responsibilities:

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

**Incident Agency Requirements**

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

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

- 3
- 4 • Lodging – Incident resources may be housed in motels/hotels. Incident  
5 personnel must follow their home unit policy for the use of agency  
6 issued charge card to obtain lodging. Employing agency travel policies  
7 apply. The incident agency should provide these facilities through a  
8 procurement method.
- 9

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

18

- 19 • Meals – The incident agency may provide meals through the use of  
20 designated restaurants under a procurement method, at no cost to the  
21 individual. If the meal selected by the individual exceeds the incident’s  
22 established meal rate, the individual is responsible to pay the vendor  
23 directly for the difference. When meals are furnished by the incident  
24 agency, individuals’ may not seek per diem for meal reimbursement.  
25 Meals may only be claimed if incident personnel are unable to consume  
26 the furnished meal(s) because of medical requirements or religious  
27 beliefs which must be justified and approved on a travel authorization  
28 and voucher.
- 29

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

34

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

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

- 5  
6 • Rental Cars – Use of rental cars while assigned to an incident must be  
7 authorized by the incident agency or incident, and documented on a  
8 resource order.

9  
10 The incident agency should provide rental cars to authorized incident  
11 personnel through an agency procurement method, e.g., Blanket  
12 Purchase Agreement (BPA), purchase order, contract, or Emergency  
13 Equipment Rental Agreement (EERA).

14  
15 Individuals' authorized to rent a car outside of incident agency  
16 procurement methods should use government-contracted rental car  
17 agencies. Additional insurance coverage is not necessary and is not a  
18 reimbursable expense (reference agency travel regulations).

19  
20 The U.S. Government Rental Car Agreement provides for damage and  
21 liability coverage when the terms and conditions of the agreement are  
22 followed, (e.g., operating the vehicle on paved, graded, state or  
23 professionally maintained roads.) If the incident assignment requires  
24 operation of the vehicle outside these parameters, the rental vehicle  
25 should be obtained through other procurement methods (Chapter 20).  
26 The agreement can be found at  
27 <http://www.defensetravel.dod.mil/site/rental.cfm> .

- 28  
29 • Privately-Owned Vehicle (POV) – Individuals' may be requested to use  
30 their POV for official business when such use is advantageous to the  
31 government. The individual is reimbursed for use through a mileage  
32 rate. The mileage rate reimburses the individual for fuel, wear and tear,  
33 and insurance costs.

34  
35 If an employee chooses to utilize POV rather than government provided  
36 transportation, prior approval must be obtained from the home unit  
37 supervisor.

38  
39 Damage to a POV is not covered under the Military and Civilian Employees  
40 Claims Act. Individuals claim damage through their private insurer.

- 1 • Incidental Expenditure Rate – The incidental expenditure rate for all  
2 emergency assignments, where meals and lodging are provided, is the  
3 approved General Service Administration (GSA) rate  
4 (<http://www.gsa.gov>) (reference agency specific directives or policy for  
5 exceptions).  
6
- 7 • Transportation Arrangements – Individuals' assigned to emergency  
8 incidents will follow sending agency dispatch procedures for travel to  
9 the incident. Incident agency dispatch procedures will be followed for  
10 return travel from the incident. Dispatch offices will make travel  
11 arrangements and provide airline tickets or travel information to  
12 individuals'. Travel arrangements made outside of incident agency  
13 dispatch procedures may not be reimbursed without proper approvals  
14 and authorization. Commercial and/or contract transportation methods  
15 may be used.  
16

17 GSA FTR preclude federal agencies from procuring contract fare  
18 tickets, rentals, lodging, or travel advances for contractors and their  
19 employees. Government travel authorizations shall not be issued to  
20 contractors and their employees. Federal agencies may reimburse  
21 contractors for travel costs per contract provisions. The federal  
22 government may charter aircraft to provide transportation and may  
23 provide subsistence to the contractor/contractor employees while at the  
24 incident (e.g., meals, lodging), as long as these acquisitions are done  
25 through "normal" procurement methods, e.g., purchase order, contract,  
26 BPA and not through established GSA or Department of Defense  
27 (DoD) contracts for passenger transportation, vehicle rentals, and  
28 lodging facilities.  
29

30 Individuals' who wish to deviate from the established travel route  
31 (including layovers and deviations from estimated return travel time)  
32 must coordinate and obtain authorization from the incident agency and  
33 home unit prior to commencing travel.  
34

35 Casuals who are not reassigned and deviate from the normal travel  
36 route home will only be reimbursed for the number of miles back to the  
37 point of hire. Casuals are not entitled to transportation provided by the  
38 government from the point the travel deviation occurs. The travel  
39 deviation must be documented and attached to the casual's original  
40 time record (OF-288) for use by the payment unit. This documentation  
41 shall also be made a part of the incident record.  
42

1 Dispatch offices will provide transportation arrangements to the  
2 original departure points. Individuals' are responsible for changing  
3 arrangements and paying any cost differences. If the method for  
4 transportation is a government charter or other non-commercial  
5 transportation and the individual wishes to deviate, the government will  
6 not pay for commercial transportation.  
7

8 Individuals' returning from an incident after the close of business may  
9 be furnished government transportation to their residence if there is no  
10 alternative means of transportation.  
11

12 Individuals' released from an emergency incident, due to family  
13 emergency, may be provided transportation to other than the original  
14 departure point if there is no additional cost to the government. Travel  
15 costs from this new location to the original departure point, if an  
16 additional cost to the government is at the individuals' expense.  
17

- 18 • GSA Travel Exceptions –In certain instances, GSA will invoke  
19 exceptions to the FTR, for a period of time, to ensure travelers are able  
20 to conduct official government travel in a safe manner. These  
21 exceptions, e.g., modes of transportation, non-direct route could result  
22 from international events, times of war, disease outbreaks, travel  
23 advisories, etc.  
24
- 25 • Travel Vouchers – Emergency incident resources in travel status follow  
26 home unit travel regulations to claim reimbursement of travel expenses.  
27

28 Reimbursement of travel expenses to casuals is made in accordance  
29 with the Administratively Determined (AD) Pay Plan for Emergency  
30 Workers (Exhibit 1).  
31

## 32 **Foreign Travel**

33  
34 The following checklist can be used to prepare for an emergency incident  
35 assignment to a foreign country.  
36

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

- 1 • Valid Passport – This should be an official government passport and  
2 not a personal one. Federal agencies may implement stricter  
3 requirements for all foreign travel regardless of foreign country  
4 regulations.
- 5
- 6 • VISA – Obtain a VISA if required, for entry into the foreign country.  
7
- 8 • Immunization Record – Additional immunizations may be required.  
9
- 10 • Government Travel Charge Card –Ensure monthly limits are adequate  
11 and the account is available for use. Contact the bank’s customer  
12 service number on the back of the charge card to check the status and  
13 credit limit Contact the home unit agency program coordinator prior  
14 to start of travel if limit increases are needed.
- 15
- 16 • Cash or Traveler's Checks – Estimate needed amount based on  
17 projected length of assignment.
- 18
- 19 • Country-Specific Entrance Laws/Regulations – Canada considers  
20 certain violations as felonies and may require an individual to pay a  
21 fine in order to enter the country, (e.g., arrested for driving under the  
22 influence). The individual should notify the immediate supervisor and  
23 dispatch of potential problems. Individuals’ are personally responsible  
24 for any fines; no reimbursement is authorized.
- 25
- 26 • Country-Specific Information – Obtain information concerning the  
27 countries vegetation, insects, climate, and housing/diet. This  
28 information can be provided by the requesting agency. Dispatch can  
29 provide a name, telephone number, website address, or other  
30 information. Obtaining this information prior to leaving will better  
31 prepare an individual for a foreign assignment.
- 32
- 33 • Personal Items – At a minimum, the same personal items necessary for  
34 an emergency incident assignment within the United States should be  
35 packed. In addition, other items may be required depending upon the  
36 country and other conditions. Include adequate quantities of  
37 prescription medications.
- 38
- 39 • Contact Names/Numbers – Update emergency telephone numbers and  
40 contacts with immediate supervisor. Upon arrival, contact should be  
41 made with home unit dispatch and immediate supervisor with the  
42 pertinent details of location and contact telephone number.



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- Car Rental Insurance – Individuals’ traveling outside the United States will be reimbursed for the cost of rental car insurance. Such insurance is necessary because of the rental and leasing agency requirements mandated by foreign statutes and/or because legal procedures could cause legal difficulty for an individual involved in an accident.
  - Personal Traveler’s Insurance – Personal travelers insurance is not reimbursable.

10

11 All employees engaged in work in a foreign country need to consult with their

12 agency personnel specialist for Fair Labor Standards Act (FLSA) exemption

13 criteria. FLSA does not apply to positions, permanent or temporary (including

14 details), outside of the United States. Title 5 Code of Federal Regulations 551.2

15 12(b) discusses the foreign exemption criteria.

1

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

**DELEGATIONS OF PROCUREMENT AUTHORITY**

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

**POLICY**

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

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

**RESPONSIBILITIES**Incident agency responsibilities:

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

Procurement Unit Leader responsibilities:

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

Buying team responsibilities:

- Support incident procurement through coordination with the incident agency administrative staff. (Reference Chapter 40 on Buying Team Coordination)
- Coordinate with dispatch and IMT to establish procedures for filling and documenting resource orders for services, supplies, and equipment from the open market and established sources.
- Provide the incident agency with acquisition documentation established during the incident assignment.

- Coordinate with the incident agency and IMT to ensure incident agency procurement regulations and property accountability requirements are met.

## DEFINITIONS

Definitions used throughout this handbook are located in Appendix C - Glossary.

Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR) – An individual designated by the contracting officer to provide technical support for the contract within specific authority and limitations as specified in the delegation. The COTR/COR must be agency certified.

Dry – The government furnishes all operating supplies after the equipment arrives at the incident.

Emergency Equipment Rental Agreement (EERA) – An agreement written at an incident using an OF-294. The duration is for the length of the incident only.

Incident Blanket Purchase Agreement (I-BPA) – A preseason agreement for equipment, supplies, or services to be used on fire and all-hazards incidents, issued on an SF-1449 form. I-BPAs are awarded on a competitive basis using commercial item procedures.

Incident Contract Project Inspector (ICPI) – An individual responsible for inspecting contracted resources to ensure compliance with the contract/agreement requirements.

Wet – The contractor furnishes all equipment operating supplies.

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

- Daily Rate – is defined as paid on a calendar day basis (0001-2400).
- Single Shift - equipment is staffed with 1 operator or crew. A normal shift could be up to 16 hours long and may cross calendar days.

- 1           • Double Shift - equipment is staffed with 2 operators or crews (1 per  
2 shift) and must be ordered and documented on a resource order.  
3 (Reference OF-294 general clauses for payment information.)  
4 Regardless of hiring method, on-shift time for operated equipment will  
5 be recorded with clock hours on the appropriate document, e.g.,  
6 equipment hired under a daily rate will be posted with start and stop  
7 time for daily work.  
8

## 9 **REQUISITIONING PROCEDURES**

### 10 **Incident Requisitioning Procedures**

11 Request for goods and services must be supported by a resource order or  
12 requisition in accordance with incident agency policy. Incident personnel  
13 requisition supplies, equipment, and services on a Resource Order form (Exhibit  
14 24). The Resource Order form is used in lieu of agency requisition forms.  
15  
16

## 17 **INCIDENT AGENCY SERVICE AND SUPPLY PLAN**

18 Incident agencies shall maintain a Service and Supply Plan that identifies local  
19 resources. These plans should be established preseason. When appropriate,  
20 agencies located in the same geographic area should coordinate and develop  
21 interagency service and supply plans. Incident agencies provide this plan to  
22 incident management teams and incident support units, e.g., buying team,  
23 administrative payment team and expanded dispatch.  
24  
25

26 Include the following in the Incident Agency Service and Supply Plan:  
27

- 28
- 29           • Incident Blanket Purchase Agreements, SF-1449, including Service  
30 Contract Act wage rates for the area.
  - 31
  - 32           • Land Use and Facility Rental Agreements.
  - 33
  - 34           • Blanket Purchase Agreements.
  - 35
  - 36           • Other agency contracts.
  - 37
  - 38           • Available local open-market sources. List sources for heavy-demand  
39 items, such as bottled water, food items and food service (including  
40 menus), hand tools, fuel, and vehicle and equipment rentals and repairs.

- 1 • Local interagency agreements and operating plans.
- 2
- 3 • Geographic area supplement for standard emergency equipment rental
- 4 rates covering different types of equipment and vehicles.
- 5
- 6 • Geographic area supplemental food policy, which may restrict the
- 7 national policy.
- 8
- 9 • Geographic area Administratively Determined (AD) Exception Position
- 10 rates.
- 11
- 12 • Local warehouse inventory of non-cache items, e.g., chairs, fax
- 13 machines, phones, coolers.
- 14
- 15 • Contact names and telephone numbers for incident agency acquisition
- 16 staff, geographic area cache and local warehouse/cache, etc.
- 17

## 18 **SOURCES OF SUPPLY**

19  
20 The procurement officer shall evaluate the availability of goods and services,  
21 price, and delivery costs, and select the source that best meets incident needs,  
22 including but not limited to the following:  
23

### 24 **National Cache System**

25  
26 Common and special purpose incident items are stocked as part of the National  
27 Cache System at Category I and Category II caches. Orders for items needed  
28 for the incident and for immediate stock replenishment should be directed to the  
29 appropriate cache using the dispatch coordination system.  
30

### 31 **General Service Administration (GSA)**

32  
33 GSA publishes a Wildland Fire Suppression catalog geared to the needs of  
34 agencies involved in fire suppression. Where required delivery can be met,  
35 GSA is the mandatory source of supply for federal agencies. Local procurement  
36 of items stocked by GSA may be made only to satisfy immediate incident needs.  
37

38 GSA Federal Travel Regulations (FTR) preclude federal agencies from  
39 procuring contract fare tickets, rentals, lodging, or travel advances for  
40 contractors and their employees. Government travel authorizations shall not be  
41 issued to contractors and their employees. Federal agencies may reimburse

1 contractors for travel costs per contract provisions. The federal government may  
2 charter aircraft to provide transportation and may provide subsistence to the  
3 contractor/contractor employees while at the incident, e.g., meals, lodging, as  
4 long as these acquisitions are processed through “normal” procurement methods,  
5 e.g., purchase order, contract, BPA, and not through established GSA or  
6 Department of Defense contracts for passenger transportation, car rentals, and  
7 lodging facilities.

### 8 9 **National Contracts**

10  
11 The following national contracts are established for interagency use. These  
12 sources are mandatory for federal wildland firefighting agencies and are  
13 available for use by states and other federal agencies. Reference the National  
14 Interagency Mobilization Guide for ordering procedures. Contracts are  
15 available electronically at [www.fs.fed.us/fire/contracting](http://www.fs.fed.us/fire/contracting).

- 16  
17 • Airtanker services.
- 18  
19 • Type I and Type II helicopter services.
- 20  
21 • Aircraft services for transport and smokejumper transport.
- 22  
23 • Portable retardant base equipment rental.
- 24  
25 • Bulk retardant.
- 26  
27 • Type 2-IA National Crews
- 28  
29 • Mobile Food and Shower Services. The administration of the National  
30 Mobile Food and National Mobile Shower Facilities contracts is the  
31 joint responsibility of the USDA-FS-NIFC Contracting Unit and the  
32 using agency. A list of designated COTRs and Project Inspectors for  
33 these 2 National Contracts is available electronically at  
34 [www.fs.fed.us/fire/contracting](http://www.fs.fed.us/fire/contracting). The incident agency or IMT should  
35 order a designated Contracting Officer’s Technical Representative  
36 when additional contract administration assistance is needed beyond  
37 the IMT’s capabilities.
  - 38  
39 ○ The National Mobile Food Services Contract is used any time  
40 mobile food services are needed for federal wildland fire  
41 incidents in the western United States. The Federal Wildland



1 Fire Agencies are obligated to order services from the  
2 National Mobile Food Service Units (MFSU) Contractors any  
3 time (1) the number of people to be fed is at or above 150  
4 persons per meal and (2) the headcount is estimated to remain  
5 at those numbers, or greater, for at least 72 hours from when  
6 the headcount first reaches 150 per meal, provided the  
7 contractors can reasonably meet the incident's time frames.  
8

9 MFSU may also be ordered for other types of incidents at the  
10 government's option. State and other federal cooperators may  
11 also utilize this contract at their option.  
12

- 13 ○ The National Mobile Shower Facilities Contract is the  
14 mandatory source for federal wildland firefighting incidents  
15 whenever there is a need to order mobile shower facilities.  
16 These are requirement contracts with no minimum order  
17 thresholds.  
18

19 Reference [www.fs.fed.us/fire/contracting](http://www.fs.fed.us/fire/contracting) for additional national  
20 contracts that may be available for use.  
21

## 22 ACQUISITION METHODS

23  
24 Purchases shall be made by the most efficient method and in accordance with  
25 incident agency procedures. On long duration incidents, procurement officials  
26 should consider negotiating a new agreement for non-solicited equipment to  
27 obtain reasonable rates. The incident/project order and request numbers must be  
28 included on all acquisition documents (including convenience checks and  
29 government charge card receipts). Emergency incident acquisition methods,  
30 which are different from standard acquisition procedures, are described below.  
31

### 32 Government Charge Cards and Convenience Checks

33  
34 Government charge card holders and convenience check writers are responsible  
35 for maintaining proper records of purchases and adhering to incident agency  
36 policy. Micro-purchase thresholds still apply on emergency incidents. If a  
37 purchase exceeds this threshold a government procurement instrument must be  
38 used, e.g., purchase order, BPA. A warranted contracting officer may make  
39 payment with a government charge card. Personnel not assigned to a buying  
40 team or other purchasing support position must obtain authorization from the  
41 Finance/Administration Section Chief or Procurement Unit Leader to use the

1 government charge card and convenience checks on the incident. Personnel  
2 assigned to an incident away from their official duty station retain the original  
3 purchase documentation and provide a copy of the documentation to the incident  
4 agency. Personnel supporting an incident at their official duty station, but not  
5 officially assigned, provide copies of purchase transactions for the official  
6 incident record per agency requirements.

### 7 **Land-Use and Facility Rental Agreements**

8  
9  
10 Simplified acquisition procedures should be used to acquire the use of property  
11 or facilities for emergency incidents. Emergency incident agreements do not  
12 require special leasing authority. Procurement officials with warrant authority  
13 may enter into these agreements. Agreements must be negotiated and signed.  
14 No-cost land use agreements are not binding or valid. If an agreement is  
15 established with consideration, e.g., grass seed, field use for incident base camp,  
16 fence repair, the agreement is therefore binding.

17  
18 The rental requirements are usually short term, for an undefined period, and  
19 open only during the length of the incident. Land use agreements can be  
20 negotiated pre-season. Negotiations should be made considering potential length  
21 of the incident and provide for varying rates based on longer periods of time.  
22 When drafting land use or facility rental agreements, include the following  
23 information (Appendix B – Tool Kit).

- 24
- 25 • Complete description of facilities/land, including specific location and  
26 boundaries.
  - 27
  - 28 • The intended use, including any owner restrictions.
  - 29
  - 30 • The agreed-to rate and the specific utilities included or not included in this  
31 rate.
  - 32
  - 33 • Provisions for making alterations to facilities/land.
  - 34
  - 35 • Restoration requirements.
  - 36
  - 37 • Condition of facilities/land. The landowner/authorized individual and  
38 government representative(s) jointly perform and document a pre- and post-  
39 use physical inspection.
  - 40
  - 41 • Terms for loss, damage, or destruction of property.

- Applicable contracting terms and conditions as required by the incident agency. Federal and state terms and conditions may vary.

### **Equipment Rental**

Preseason competed agreements shall be used for extended attack as the first source for equipment rentals. To avoid duplication and ensure coordination among agencies, where agency procedures permit, only 1 preseason agreement should be initiated with each contractor for the same piece of equipment.

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

### **ORDERING EQUIPMENT**

Reference ordering under the EERA and I-BPA Administration Section and the National Interagency Mobilization Guide Chapter 20.

- Existing agreements for equipment ordered through the resource ordering system and arriving from outside of the local area should be honored and should not be renegotiated. Generally, contractors' cost of doing business is established at their home base and does not change when they travel to incidents outside their geographic area.
- Fire chasing is equipment not ordered through the resource ordering system. If it arrives at an incident it should only be used if there is a bona fide need and time does not permit ordering through established channels. In those circumstances, apply the following guidelines:
  - Prior to use, establish a resource order to document the need.
  - Equipment with an existing agreement. Agencies are not obligated to honor rental agreements for equipment not ordered through the resource ordering system. If the terms, conditions, and rates are considered to be reasonable, the existing agreement may be used. If the rate is significantly higher than local agreements and/or geographic area estimates, a new agreement shall be established for the incident only.

- 1           ○ Equipment without an existing agreement. Refer the matter to a  
2           warranted contracting officer, e.g., Procurement Unit Leader or  
3           buying team contracting officer for establishment of an agreement  
4           using local geographic area estimates.  
5
- 6           ○ Any new agreement shall be valid for the duration of that specific  
7           incident only. The contracting officer shall indicate the incident  
8           name and number in the effective dates, e.g., “for the XXX  
9           incident only”.
- 10
- 11          ○ Point of hire should be the incident. **Compensation for travel to**  
12          **and from the incident will not be allowed.**  
13
- 14          ● **Demobilization.** When demobilizing contract equipment, vendors  
15          awarded an agreement as a result of competitive solicitations, shall be  
16          given priority to remain on the incident over resources with incident  
17          only agreements, unless the IC determines it is necessary to deviate  
18          based on a specific incident need or objective. Reference the National  
19          Interagency Mobilization Guide, Chapter 20.  
20

### **General Guidelines for Equipment Hire**

21  
22  
23 At the time of sign-up, the procurement officer is responsible to:

- 24
- 25          ● Discuss the terms and conditions of the agreement with the contractor.  
26          Agreements should specify exactly what is included in the rental rate.  
27
- 28          ● Discuss by signing the agreement, the contractor agrees to comply with  
29          all the terms and conditions and failure to do so will result in release  
30          from the incident and possible termination.  
31
- 32          ● Emphasize federal, state, or local laws and regulations will apply  
33          regardless of the nature of the emergency. These include but are not  
34          limited to:  
35
- 36                  ○ State Workers’ Compensation Laws  
37                  ○ U.S. Department of Labor Service Contract Act  
38                  ○ Federal Motor Carrier Safety Regulations  
39                  ○ Fair Labor Standards Act (FLSA)  
40                  ○ Occupational Safety and Health Administration (OSHA)  
41                  Regulations

- 1           • Discuss current work/rest and length of assignment policies (Reference  
2 Chapter 10).  
3
- 4           • For equipment hired with operator, discuss the contractor's workers'  
5 compensation obligations and liability coverage (validate coverage with  
6 contractor documentation). If the contractor is other than  
7 owner/operator, e.g., intends to hire operators as employees, and cannot  
8 document worker's compensation coverage the resource shall be  
9 declined and another supplier utilized.  
10
- 11          • Discuss incident behavior responsibilities with the contractor. The  
12 contractor and their employees shall comply with all established  
13 incident behavior responsibilities. The Incident Behavior form (PMS  
14 935, Exhibit 10) is located in the Exhibits. This includes, but is not  
15 limited to, the following policy:  
16

17           It is extremely important that inappropriate behavior be recognized and  
18 dealt with promptly. All forms of harassment, including sexual and  
19 racial harassment, are inappropriate behavior. **Harassment in any  
20 form will not be tolerated.** Non-prescription unlawful drugs and  
21 alcohol are not permitted at the incident. Possession or use of these  
22 substances will result in the contractor being released from the incident.  
23 During off-incident periods, personnel are responsible for proper  
24 conduct and maintenance of fitness for duty. Drug or alcohol use  
25 resulting in being unfit for duty will normally result in the contractor  
26 being released from the incident.  
27

28           Sexual harassment is defined as unwelcome sexual advances, requests  
29 for sexual favors, and other verbal or physical conduct of a sexual  
30 nature. These constitute sexual harassment when (1) submission to  
31 such conduct is made either explicitly or implicitly a term or condition  
32 of an individual's employment, (2) submission to or rejection of such  
33 conduct by an individual is used as the basis for employment decisions  
34 affecting such individual, or (3) such conduct has the purpose or effect  
35 of unreasonably interfering with an individual's work performance or  
36 creating an intimidating, hostile, or offensive working environment.  
37 (29 CFR 14 1604.11

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

## **HIRING METHODS**

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

## **Incident-Only EERAs**

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

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

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

- It is recommended geographic areas utilize the standard 90% rate established to negotiate an incident only rate. The 90% reports can be found at <http://www.fs.fed.us/business/incident/viprreports.php>
- Call the geographic area contracting officer responsible for preseason equipment/services for assistance for incident only negotiated rates.
- Determine if the vendor has standard commercial rates for the equipment/services or if there are commercial rates established for similar equipment in the area, e.g., backhoes, bobcats, etc. These rates will be a starting point to establish fair and reasonable rates to be used for the incident. Service Contract Act wage rates, longer

1 hours and working environment/conditions, especially if equipment  
2 comes with operator, can be taken under consideration.

3  
4 ○ Other factors to consider:

- 5  
6 ■ Direction on the use of hourly/daily rates for each type of  
7 equipment will be determined by IIBM, Chapter 20 and  
8 supplements.  
9  
10 ■ Determine the labor cost (all-inclusive) when hiring with  
11 operator(s). Use the current revision of Wage  
12 Determination, Emergency Incident/Fire Safety Services,  
13 as a guide for operator hourly rates.  
14

### 15 **UNIQUE ITEMS**

16  
17 Normal purchasing restrictions apply to emergency incident operations.  
18 However, special circumstances exist which may necessitate the acquisition of  
19 unique items, e.g., copy machines, facsimile machines, and computers, goods, or  
20 services, e.g., medical providers. Incident agency procedures will be followed.  
21

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

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

### 37 **Agency Provided Commissary Requisitions**

38  
39 Time Unit Leader may resource order commissary items through the Logistics  
40 Section. Resource orders for commissary items shall clearly state the items are  
41 for commissary. Resource orders for commissary items specifically ordered for

1 an individual shall contain individual's name, incident base, and home unit, or  
2 crew name.

### 4 **Agency Provided Commissary Acquisition**

6 The procurement official shall:

- 8 • Purchase commissary items separately from other items.
- 10 • Arrange with vendors for return of unused items.
- 12 • Ensure the purchase document is marked in accordance with 16 U.S.C.  
13 557, "Commissary purchase deductions have been (or will be) made  
14 from salaries".
- 16 • Verify items received and complete Commissary Accountability  
17 Record, OF-284, (Exhibit 13) or other appropriate documentation.
- 18 • Forward commissary items and the original and 1 copy of the OF-284  
19 to the incident Time Unit.
- 21 • Maintain file of OF-284s that have been accepted and signed by the  
22 Time Unit Leader.

### 25 **Commissary Returns**

26  
27 Commissary returns should be documented by the vendor's issuance of a credit  
28 memorandum and documented in the incident records.

### 30 **Government Telephone Systems**

31  
32 Incident personnel may be provided access to a government telephone system.

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

38  
39 The Incident Commander (IC) must assess the capability of telephone  
40 facilities and determine if there is adequate capability to meet the  
41 incident needs and provide service for regular government employee's



1 personal use. Routine, personal calls home may be authorized by  
2 agency regulation but are considered a privilege, not a right, and are  
3 subordinate to incident activities.  
4

- 5 • Incident agency regulations govern installing additional telephones or  
6 increasing levels of service on existing systems to accommodate  
7 authorized personal calls. Federal Regulations regarding telephones are  
8 set forth in Part 201-21.6 of the Federal Information Resources  
9 Management Regulations, the Federal Travel Regulations, and specific  
10 agency regulations. Normally, there are restrictions that prohibit  
11 adding additional phones or increasing the existing system capabilities  
12 to allow for calls of a personal nature. This does not prohibit the  
13 installation of pay phones, provided there is no charge to the  
14 government.  
15
- 16 • Government telephones may be made available to contractors for  
17 conducting emergency incident business. All calls by contractors shall  
18 be at the contractors' expense, either by credit card or collect.  
19
- 20 • Cell phones and satellite phones may be obtained on a no-cost basis  
21 through special programs from cell phone providers.  
22

### 23 **Agency Provided Medical Care (APMC)**

24  
25 Contract personnel may not utilize APMC services.  
26

### 27 **Subsistence and Lodging Provisions**

28  
29 Subsistence and lodging are normally provided to incident personnel.  
30

- 31 • Food at Official Duty Station. This is considered a personal expense,  
32 and the regulation prohibits receiving compensation in addition to the  
33 pay and allowances fixed by law. (5 U.S.C. 5536). Federal funds  
34 cannot be used to pay subsistence or to provide food to regular  
35 government employees at their official duty station or casuals working  
36 at their point of hire, except as stated below. Similar state regulations  
37 may apply to state personnel.  
38
- 39 • Conditions to Provide Food at Official Duty Station. Agencies may  
40 provide meals to personnel at their official duty station at government

1 expense during emergency operations which pose a threat to life and  
2 property, if **both** of the following conditions are met:

- 3
- 4 ○ Emergency personnel are in the field engaged in  
5 emergency operations (e.g., search and rescue,  
6 firefighting activities – fireline personnel), **and**  
7
- 8 ○ The operational period prevents personnel from taking  
9 meals at home or in the normal office/work station  
10 environment.

11  
12 Agencies may provide meals to personnel engaged in  
13 support of emergencies, if they are unable to sufficiently  
14 provide their own subsistence, due to long shifts or lack  
15 of preparation time. The cost of the meal(s) will be  
16 deducted from their payroll through agency procedures.

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

- 21
- 22 ○ Fruit OR dried fruit OR fruit juice and vegetables. Fruits  
23 and vegetables should be in-season, available locally and  
24 reasonably priced to avoid excessive costs and difficulty  
25 in procurement.
- 26
- 27 ○ Liquid supplements in the form of sports drinks or mixes  
28 that provide electrolytes and meet the carbohydrate  
29 solution mixes recommended in *Feeding the Wildland*  
30 *Firefighter*.\*

31  
32 In addition to the fruit and liquid supplements, candy bars  
33 and energy bars may be provided to supplement those  
34 included in sack lunches. The objective is to provide for  
35 an average of 1000 kilocalories of solid supplements per  
36 firefighter per day.

37  
38 Any supplemental foods provided will require IC  
39 justification AND concurrence from the Agency  
40 Administrator. The only acceptable justification for  
41 providing supplemental foods is to meet the expanded

1 nutritional needs of firefighters performing prolonged or  
2 arduous work. Supplemental foods are not authorized for  
3 mobilization centers, staging areas or personnel not  
4 engaged in work on the incident. “Incident Base and  
5 Camp meals” provide adequate dietary needs for most  
6 work situations. \*Bottled water is not a supplemental  
7 food and may be provided in accordance with incident  
8 agency policy.  
9

10 No other supplemental food or drinks shall be authorized.  
11 Purchasing jerky products, chips, gum, soda-pop,  
12 “designer drinks” and so-called “energy” drink  
13 (containing caffeine, guarana, ephedra, and other  
14 stimulants), etc. are not allowed under this policy.  
15

16 Special or cultural dietary needs should be met through  
17 the National Mobile Food Services Contract or catered  
18 meals.  
19

20 \* From: Sharkey, Brian, et al., *Feeding the Wildland*  
21 *Firefighter*, Fire Tech Tips, July 2002.  
22 (<http://www.fs.fed.us/t-d/pubs/>)  
23

## 24 **Military**

25  
26 Chapter 50 and the Military Use Handbook set forth items which may have to be  
27 supplied by the incident. There are no special procurement authorities, beyond  
28 those already available, for incidents to acquire goods or services for the  
29 military. Procurement officers should coordinate with the Incident Business  
30 Advisor and Military Liaison to determine operating procedures.  
31

32 Modular Airborne Fire Fighting System (MAFFS) units normally require  
33 incident agency procurement support for meals, lodging and supplies. Close  
34 coordination between the MAFFS unit and the incident agency is necessary to  
35 ensure needs are met and procurements are proper. Reference annual MAFFS  
36 Operating Plan, published through NIFC, Forest Service Fire and Aviation  
37 Management for detailed information.

**Water**

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

**Awards**

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

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

**EERA AND I-BPA ADMINISTRATION**

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

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

**Ordering**

At the time equipment is ordered the following will occur:

- Specify conditions of hire, e.g., number of operators, contractor or government-provided operator and/or supplies, equipment ordered.
- Inform contractor where and when to report, and location of inspection site.
- Negotiate point of hire and time of hire. The time under hire shall start at the time the resource begins traveling to the incident after being

1 ordered by the government, and end at the estimated time of arrival  
2 back to the point of hire after being released. Reference the clauses in  
3 the agreement.

- 4
- 5 • Issue incident order number and request number to contractor and  
6 inform them to provide the Finance/Administration Section with a copy  
7 of the EERA or I-BPA and any certification or documentation required  
8 by the agreement.
- 9
- 10 • Coordinate hiring of casuals with hiring official for government-  
11 provided operator.
- 12
- 13 • Ensure delivery of Emergency Equipment Rental-Use Envelope, OF-  
14 305, and related documents to the Finance/Administration Section.
- 15

### 16 **Inspections**

17  
18 At the time of hire, contracted equipment must be inspected using the  
19 Vehicle/Heavy Equipment Safety Inspection Checklist, OF-296, (Exhibit 26) or  
20 other appropriate form. The person authorized to place the order with the  
21 vendor must coordinate with the agency-identified inspector to complete the pre-  
22 use inspection. The Logistics Section Chief is responsible to ensure adequate  
23 inspections are completed for all equipment arriving at the incident.

24  
25 Equipment signed up under an I-BPA or EERA and inspected at the time the I-  
26 BPA or EERA is established, must be re-inspected at time of incident use.

27  
28 If inspection of the equipment cannot occur at time of order, it must take place  
29 upon arrival at the incident or designated location. If the resource does not pass  
30 inspection no payment will be made for travel to the incident or point of  
31 inspection or return to the point of hire.

### 32 **Documentation**

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

- 39 • Incident Blanket Purchase Agreement (I-BPA), SF-1449. Documents  
40 the terms and conditions of the preseason rental of the contractor's  
41 equipment.

- 1       • Emergency Equipment Rental Agreement (EERA), OF-294.  
2       Documents the agreement with the contractor and sets forth the terms  
3       and conditions of rental. Procurement officers, with delegated  
4       authority, are authorized to enter into agreements with contractors for  
5       the rental of equipment (Exhibit 25).  
6
- 7       • Inspections  
8
- 9             ○ Vehicle/Heavy Equipment Safety Inspection Checklist, OF-  
10          296. Documents the overall condition of the equipment prior  
11          to use and ensures the equipment is suitable for incident use.  
12          This form is completed and signed by a qualified agency  
13          representative and the contractor (Exhibit 26).  
14
- 15       • Emergency Equipment Shift Ticket, OF-297. Documents daily  
16       equipment use and will be used to post equipment time to the  
17       Emergency Equipment Use Invoice. This document is completed by  
18       the incident representative responsible for managing the equipment,  
19       signed by both the contractor and incident representative, and  
20       forwarded to the Finance/Administration Section. The Equipment  
21       Time Recorder posts this information to the invoice and initials the  
22       shift ticket to ensure the posting has been accomplished. (Exhibit 27).  
23
- 24       • Emergency Equipment Use Invoice, OF-286. Documents the daily use  
25       from shift tickets, shows additions or deductions, and calculates the  
26       payment due. This form is completed and signed by the appropriate  
27       incident official and the contractor. The Finance/Administration  
28       Section Chief, Procurement Unit Leader, or other designated official is  
29       responsible for ensuring the OF-286 is posted accurately from the  
30       Emergency Equipment Shift Ticket, and the correct rates of pay from  
31       the EERA (OF-294) or I-BPA (SF-1449), have been calculated and  
32       entered correctly (Exhibit 28). In lieu of the OF-286, an original  
33       commercial vendor invoice with authorizing government official  
34       signature may be used. Signatures shall be legible.  
35
- 36       • Emergency Equipment Fuel and Oil Issue, OF-304. This is only  
37       utilized in the event that a vendor cannot accept credit cards or when an  
38       agency fuel truck is available. Documents quantities of fuel, oil, or  
39       other operating supplies provided by the incident. The Ground Support  
40       Unit Leader coordinates with the finance section to establish  
41       procedures for tracking fuel, oil, and other operating supplies/services.

1 The OF-304 is completed by the issuing agent and signed by both the  
2 issuing agent and receiving agent. In lieu of the OF-304, a log with  
3 authorizing government official signature may be used for  
4 documentation. Signatures shall be legible. The deductions are posted  
5 on the Emergency Equipment Use Invoice, OF-286, (Exhibit 28).

- 6
- 7 • Other Supporting Documents. Other documents relating to the rental of  
8 equipment include:
  - 9
  - 10 ○ Resource Order Form
  - 11 ○ Commissary Issue Records
  - 12 ○ Agency-provided repairs, parts and supply invoices
  - 13 ○ Contract claim documentation
  - 14 ○ Emergency Firefighter Time Report
  - 15 ○ Performance evaluations
  - 16
- 17 • Emergency Equipment Rental-Use Envelope, OF-305. This envelope  
18 consolidates all above forms and any other documents relating to the  
19 EERA or I-BPA.

20

21 It includes a checklist that indicates items contained in the envelope,  
22 agreement information, and whether any administrative follow-up is  
23 required (Exhibit 30).

24

25 The envelope is prepared at the time of hire by the hiring official and  
26 will contain a copy of the EERA, I-BPA, or contract, pre-use  
27 inspection, Emergency Equipment Shift Ticket book with the time of  
28 hire, mileage or other necessary information recorded.

29

30 This envelope is transmitted to the incident with the contractor or by  
31 some other method. Other documentation is included in the envelope  
32 by the Procurement Unit as it is completed.

### 33

### 34 **Forms Distribution**

35

36 If other than standard official forms are utilized, e.g., I-Suite, commercial logs  
37 or invoices, ensure adequate copies are provided and original legible signatures  
38 are in other than black ink.

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

- 4
- 5 • Contractor.
- 6 • Ordering office (incident agency).
- 7 • Payment office (original invoice, signed in other than black ink).
- 8 • Incident Finance Package, (Exhibit 39).
- 9

10 The Emergency Equipment Shift Ticket, OF-297, and Emergency Equipment  
11 Fuel and Oil Issue, OF-304, are color coded for ease of distribution and are to be  
12 distributed as follows:

- 13
- 14 • Goldenrod to Contractor
- 15 • White to incident agency.
- 16 • Pink to payment office (original legible signature).
- 17 • Blue to incident finance package.
- 18

19 The Emergency Equipment Fuel and Oil Issue, OF-304, has additional copies of  
20 the form used for the following:

- 21
- 22 • Second Pink is used if payment record is necessary to pay fuel vendor  
23 for fuel, oil, or supplies.
- 24 • Green is issued to individual receiving the products.
- 25

## 26 **Equipment Release**

27

28 When contract equipment is released, the Procurement Unit Leader or Buying  
29 Team Leader will ensure:

- 30
- 31 • Documentation of no damage or claims. Use the Vehicle/Heavy  
32 Equipment Safety Inspection Checklist, OF-296 or other appropriate  
33 form to document no damage or claim and ensure signature of  
34 contractor/operator and government official. If the contractor/operator  
35 refuses to sign or otherwise claims damage:
  - 36
  - 37 ○ Coordinate with the Procurement Unit Leader or Finance  
38 Section Chief.
  - 39
  - 40 ○ Perform an inspection to the extent necessary to document the  
41 condition of the vehicle and the alleged damage.



- 1 • All time, additions, and deductions are posted and computations are  
2 correct.
- 3
- 4 • A Demobilization Checkout, ICS-221, has been signed.
- 5
- 6 • Release travel time is posted to the invoice.
- 7
- 8 • The release date and time from the incident are documented. Payment  
9 documents should include estimated travel time to point of hire. If  
10 released to a new incident, the resource is paid by the receiving incident  
11 for costs associated with the new incident, e.g., travel. Receiving  
12 incident should ensure the resource is not compensated more than once  
13 for the travel day.
- 14
- 15 • Proper legible signatures are obtained in other than black ink. The  
16 contractor or contractor's representative indicates whether there are any  
17 claims.
- 18
- 19 • Performance evaluations have been completed by the first line  
20 supervisor and given to the Finance Section Chief. The FSC ensures  
21 the original evaluation form is forwarded to the awarding contracting  
22 officer. Provide a copy to the contractor and retain a copy for the  
23 incident documentation package.
- 24
- 25 • All payment documentation is placed in the Emergency Equipment  
26 Rental-Use Envelope, OF-305, the face of the envelope completed, and  
27 the envelope is transmitted to the incident agency or other designated  
28 payment office as indicated in the contract.
- 29

30 When agency equipment is released, the ICS-212, Incident Demobilization  
31 Vehicle Safety Inspection may be used.

### 32 **Contract Claims**

33  
34  
35 Contract claims may be settled by the original contracting officer, or a  
36 designated successor contracting officer, acting within their delegated warrant  
37 authority and limits set by the incident agency. At the time of establishment, the  
38 contracting officer may add comments in the special provisions section of the  
39 EERA, allowing for claims settlement, e.g., "Any federally warranted  
40 contracting officer may settle claims against this EERA". Claims settlement  
41 authority is located at C.5 in the contract clauses of the I-BPAs. Each settlement

1 shall include a contracting officer's determination and findings. (Appendix B –  
2 Tool Kit.) Each claim settled shall be fully documented, attached to the  
3 Emergency Equipment Use Invoice, OF-286, and forwarded to the payment  
4 office. In the event a settlement cannot be reached and a dispute arises, the  
5 written final decision shall be made by the contracting officer initiating the  
6 EERA or I-BPA or an agency-designated successor contracting officer.  
7

8 Payment for equipment use shall not be delayed beyond a reasonable period to  
9 obtain documentation needed to support a contractor's claim.  
10

11 The following are general guidelines for dealing with a claim or potential claim:  
12

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

- 1 • Incident personnel having knowledge of potential claims should  
2 provide information to the Procurement Unit Leader or contracting  
3 officer.
- 4
- 5 • Incident personnel sign and record the date the claim was received.  
6 This is the only information entered. Incident personnel may not  
7 complete any information for the claimant.
- 8
- 9 • Claims may be submitted to the procurement unit leader, incident  
10 agency, or contracting officer. The claim does not have to be  
11 completed at the incident. Contractors intending to file a claim should  
12 so note in block 22 of the Emergency Equipment Rental Invoice, OF-  
13 286, to protect the right to file. (Appendix B – Tool Kit.)
- 14

## 15 **PAYMENTS**

16  
17 Prior to implementing any incident payments (including purchases made by  
18 government charge cards or convenience checks) coordination with the incident  
19 agency is required.

20  
21 The incident agency may review payment packages prior to submission to the  
22 designated payment office. Federal payments must be made by electronic funds  
23 transfer (EFT), unless a waiver has been approved.

24  
25 Incident agencies may establish specific payment timeframes for vendors, (e.g.,  
26 weekly during an incident, upon demobilization of outgoing IMT). Partial  
27 payments should be considered, taking into account the following:

- 28
- 29 • Length of incident (14 days or longer).
- 30 • Duration of resources away from home unit.
- 31 • Local vendor ability to restock.
- 32

## 33 **Emergency Equipment Rental Agreement and Incident Blanket Purchase** 34 **Agreement**

35  
36 Unless otherwise specified in the EERA or I-BPA, the jurisdictional or  
37 protection agency is responsible for payment. The following documents, when  
38 applicable, should be submitted for payment of EERAs and I-BPAs:

- 39
- 40 • Documented proof the equipment was ordered in accordance with  
41 agency procedures. If the order originates through an automated

1 resource ordering system, the Resource Order Number, e.g., E# is  
2 required. A detailed report from the automated system may be  
3 requested at a later date for audit purposes (Exhibit 24). If the order  
4 does not originate through an automated system, then a copy of the  
5 Resource Order is necessary.

- 6
- 7 • Copy of the Emergency Equipment Rental Agreement, OF-294 or  
8 Incident Blanket Purchase Agreement, SF-1449.
- 9
- 10 • Original Emergency Equipment Shift Tickets, OF-297, vendor  
11 provided daily work sheet, or other document provided by incident.
- 12
- 13 • Original Emergency Equipment Use Invoice, OF-286, or original  
14 commercial vendor invoice (indicate incident name, number and  
15 resource order number).
- 16
- 17 • Emergency Equipment Fuel and Oil Issue, OF-304, (if deductions are  
18 made) or a log with approving official legible signature included.
- 19
- 20 • Copy of pre and post Vehicle/Heavy Equipment Safety Inspection  
21 Checklists OF-296 or other appropriate form.
- 22
- 23 • Repair orders, commissary issues, findings and determinations for  
24 claims, and any other documents supporting additions or deductions to  
25 the payment.
- 26

### 27 **National Interagency Fire Center (NIFC) Contracts**

28  
29 Payments for national contracts such as mobile food and showers issued through  
30 NIFC are made by the Forest Service Incident Finance Branch at the  
31 Albuquerque Service Center. Payment procedures are set forth in the contract  
32 which can be found at <http://www.fs.fed.us/fire/contracting/>.

### 34 **EXHIBITS**

- 35
- 36 • Exhibit 23 – Equipment and Method of Hire National Standards
- 37 • Exhibit 24 – Resource Order Form (ICS-259-9)
- 38 • Exhibit 25 – Emergency Equipment Rental Agreement (OF-294)
- 39 • Exhibit 26 – Vehicle/Heavy Equipment Safety Inspection Checklist  
40 (OF-296)
- 41 • Exhibit 27 – Emergency Equipment Shift Ticket (OF-297)

- 1       • Exhibit 28 – Emergency Equipment Use Invoice (OF-286)
- 2       • Exhibit 29 – Emergency Equipment Fuel and Oil Issue (OF-304)
- 3       • Exhibit 30 – Emergency Equipment Rental Use Envelope (OF-305)
- 4       • Exhibit 31 – Solicitation/Contract/Order for Commercial Items (SF-
- 5       1449)
- 6       • Exhibit 32 – Incident Demobilization Vehicle Safety Inspection (ICS-
- 7       212)

**EXHIBIT 23**  
**EQUIPMENT AND METHOD OF HIRE NATIONAL STANDARDS**

EQUIPMENT NAME	DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	S/H/FT HRA Day <sup>1</sup> e/BPA
	<p>EERAs and competitive EBPA's shall use the method of hire (MOH) identified in this list. This list is not meant to be all-inclusive in equipment specifications and typing. Equipment must conform to the specifications developed by the equipment committee and adhere to any applicable agency policies including safety. Operator qualifications can be found in <b>340-1 Wildland Fire Qualification System Guidon</b>, the National Wildfire Coordinating Group website at: <a href="http://www.nwcg.gov/pms/docs/PMS310-1.pdf">http://www.nwcg.gov/pms/docs/PMS310-1.pdf</a>. In circumstances where EBPA's have been exhausted and an "out incident", the MOH identified below is the preferred MOH. Commercial practices should be used if they are deemed more appropriate except for equipment required to be solicited competitively. Each Geographic Area shall use these methods of hire when developing standard rates for non-competed equipment published in Chapter 20 supplements to the Interagency Incident Business Management Handbook.</p>			
Ambulance	<p>Emergency response vehicle with medical services team, equipment and supplies for patient transport and emergency medical care out of hospital</p>	<p>Type 1 - Advanced Life Support; Minimum 2 staff (paramedic and EMT); Transport 2 liter patients; Training and equipment meets or exceeds standards as addressed by EPA, OSHA and NFPA 471, 472, 473 and 29 CFR 1910, 120 EIA 3-11 to work in HazMat Level B and specific threat conditions; All immunized in accordance with CDC core adult immunization and specific threat as appropriate</p> <p>Type 2 - Advanced Life Support; Minimum 2 staff (paramedic and EMT); Transport 2 liter patients, nonHazMat response</p> <p>Daily</p> <p>Type 3 - Basic Life Support; Minimum 2 staff (EMT and first responder); Transport 2 liter patients; Training and equipment meets or exceeds standards as addressed by EPA, OSHA and NFPA 471, 472, 473 and 29 CFR 1910, 120 EIA 3-11 to work in HazMat Level B and specific threat conditions; All immunized in accordance with CDC core adult immunization and specific threat as appropriate</p> <p>Type 4 - Basic Life Support operations; Minimum 2 personnel (EMT and first responder); Transport 2 liter patients</p> <p>Cost of transport should be included in daily rate. Incident will restock consumables</p>	S/D N	

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHI, HR, FT, Day	24 Day	Competitive e-LBPA
Backhoe	Rubber-tired tractor with bucket	Daily Wet With operator	S	N	
Chainsaw Repair Unit	On-site chainsaw repair	Daily Wet With operator	S	N	
Chipper	Wood chipper  Type 1 – 18 inch minimum diameter capacity Type 2 – 13-17 inch diameter capacity Type 3 – 9-12 inch maximum diameter capacity All types must be equipped with an in-feed mechanism that operates in forward, reverse and stop modes. Specify: self-propelled or tow-behind. Optional: Boom feed if required	Daily Wet With operator Rate includes service and/or tow vehicle	S/D	N	
Computer	Computer, associated equipment and networking  Categories: Laptop Network Equipment Other Computer Peripherals Printer Specify software requirements and compatibility	Weekly / Monthly	No	Y	
Copier	Paper copier, black and white or color.  May need: Collator/Sorter, Stapler	Weekly / Monthly Plus rate per copy	No	Y	
Crash Rescue (Aircraft)	Aircraft Rescue and Firefighting (ARFF) Apparatus  Refer to national solicitation template	Daily Wet With 3 operators	S/D	N	2012, 2013

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE / FT	24 Hour Day	Competitive BPPA
Dozer	Type 1 – Min. 200 HP and greater Type 2 – Min. 100 HP – 199 HP Type 3 – Min. 50 HP – 99 HP Reference national solicitation template for minimum specifications.	Daily Wet With operator Rate includes service vehicle	S/D	N	2011, 2014
Engine	Type 3 - 150 GPM at 250 PSL, 500 + Gal Type 4 - 50 GPM at 100 PSL, 750 + Gal Type 5 - 50 GPM at 100 PSL, 400 + Gal Type 6 - 50 GPM at 100 PSL, 150 + Gal Type 7 - 10 GPM at 100 PSL, 50 + Gal Reference national solicitation template for minimum specifications. All NWCG standard 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	2010, 2011
Excavator	Type 1 - 156+ HP Type 2 - 111-155 HP Type 3 - 81-110 HP Type 4 - 60-80 HP Reference national solicitation template for minimum specifications. Mandatory hydraulic thumb or clamshell.	Daily rate Wet - With operator Rate includes service vehicle	S/D	N	2011, 2011



EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHR / FT / Day /	24 HR / Day /	Competitive / FBPA
Faller Module	2 Faller Units (2 qualified fallers, saws, and transportation) Min 67 cc saw w/ 30 in. bar, spark arresster, and chainbrake required per faller Refer to National solicitation template for faller qualifications	Daily / Wet Rate includes vehicle	S	N	2011, 2012
Faller, Single	1 Faller Unit (qualified faller, saw, transportation) Min 67 cc saw w/ 30 in. bar, spark arresster, and chainbrake required per faller Refer to National solicitation template for faller qualifications	Daily / Wet Rate includes vehicle	S	N	2011, 2012
Feller Buncher	Type 1 - 226HP and greater Type 2 - 160 HP to 225 HP Specify Tracked or Rubber Tired Reference national solicitation template for minimum specifications. Machine to fall and cut trees	Daily / Wet With operator	S	N	2012
Food Service, Mobile	For catered meals (mobile) under the minimum order on NHC national contracts. These are other than the national contracts. a.k.a. Mobile Field Kitchen	Per meal (breakfast, lunch, dinner) Plus mileage Plus relocation fee (only if applicable)	No	Y	
Forklift	Regular or All Terrain	Daily / Weekly Without Operator	No	Y	

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHEFT Day 1	Competitive FBPA
Forwarder	Like a truck. Off-road rubber tired, articulated machined with log bunks used to move logs	Daily Wet With Operator	S N	
Generator	Portable electricity generator	Daily / Weekly / Monthly Dry Without Operator	No Y	
Handwashing Station, Portable	Plastic sink units with foot pump	Daily / Weekly / Monthly Plus service charge and mileage	No Y	2012, 2013
Handwashing Station, Trailer Mounted	Self contained trailers with hot and cold water, soap and supplies	Daily / Weekly / Monthly With operator Rate includes servicing	No Y	2012, 2013
Laundry, Mobile	Complete laundry unit	Daily Plus mileage for Mob/Demob Plus rate per pound Wet	N/A N/A	2012, 2013

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHL FT	24 HRI Day	Competitive FBPA
Masticator a.k.a. Mulcher or slash (buster)	Tracked or Rubber tired mounted typing based on dozer HP Boom mounted typing based on excavator HP	Daily Wet With operator	S	N	
Medical Equipment, including EMT / Paramedic Kits	Equipment used by medical personnel	Daily / Weekly With operator	No	Y	2012, 2011
Office, Modular	Vacant job shack type trailer with air conditioner and steps  These are also available through GSA Schedules	Monthly Without operator	No	Y	
Pumper/Cat	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	Daily Plus mileage rate for Mob/Demob Wet With operator	S/D	N	2010, 2011
Road Grader	Used for road maintenance or rehabilitation	Daily Wet With operator Rate includes transportation	S	N	

**EXHIBIT 23 - Continued**

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE / Day 1	24 Month Competitive BPA
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.	Daily Wet With operator	S N	
Skidgine  A rubber tired skidder with a tank and pump	Type 1 - 176+ HP, 50 gpm @ 100 psi, 1200 + gal Type 2 - 75-175 HP, 50 gpm @ 100 psi, 800-1199 gal Type 3 - 100+ HP, 30 gpm @ 70psi, 400-799 gal Type 4 - 60-99 HP, 30gpm @ 70psi, 200-399 gal All Types: Pump Capacity - 30 gpm @ 70 psi Reference national solicitation template for minimum specifications.	Daily Wet With operator	S D I N	2010, 2011
Sleeper Unit, Mobile	Mobile unit to provide sleeping accommodations	Daily Wet With operator(s)	No	Y

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHL FT Day <sup>1</sup>	24   Competit e   BPA
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.	Daily Wet With operator	S N	
Skidgine  A rubber tired skidder with a tank and pump	Type 1 - 176+ HP, 50 gpm @ 100 psi, 1200 + gal Type 2 - 75-175 HP, 50 gpm @ 100 psi, 800-1199 gal Type 3 - 100+ HP, 30 gpm @ 70psi, 400-799 gal Type 4 - 60-99 HP, 30gpm @ 70psi, 200-399 gal All Types: Pump Capacity - 30 gpm @ 70 psi Reference national solicitation template for minimum specifications.	Daily Wet With operator	S D N	2010, 2011
Sleeper Unit, Mobile	Mobile unit to provide sleeping accommodations	Daily Wet With operator(s)	No	Y

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	S/H / H/R / FT / Day <sup>1</sup>	24 / Competitively / E/BPA
Soft Track	A carrier equipped with tracks that conform to varying ground conditions and is equipped with a tank and pump	Daily Plus mileage rate for Mob/Demob Wet With operator	S/D / N	2010, 2011
Tank, Potable (Water Storage)	Self-standing storage tank, PUP, dip tank etc.	Daily / Weekly / Monthly	No / Y	
Tender, Fuel	Fuel truck used as a fuel station at incidents	Daily Rate Wet With operator	S/D / N	2011, 2012
Tender, Potable Water	Provides drinking water	Daily Wet With operator	S/D / N	2012, 2013

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE / FT. DAY	24 Month Competitive Bidding
Tender, Water Support	Type 1 (4000+ gal / 300gpm @ 50 psi) Type 2 (2500-4999 gal / 200gpm @ 50 psi) Type 3 (1000-2499 gal / 200gpm @ 50 psi) With spray bars All NWCG standards must be met.	Daily Wet With operator	S/D	N 2010, 2011
Tender, Water Tactical	Type 1 (2000+ gal / 250 gpm @ 150 psi) Type 2 (1000-1999 gal / 250 gpm @ 150 psi) Operator must meet fireline qualifications	Daily Wet With operator	S/D	N 2010, 2011
Tent / Canopy	Type 1 – 40'X40', 40'X60' or 40'X80' Type 3 – 501-700 sq. ft. Type 4 – 200-500 sq. ft. A/C and generator optional	Daily / Weekly / Monthly Delivery/pickup charge Relocation charge	No	Y 2011, 2012
Toilet, Portable	Regular/portable ADA compliant	Daily / Weekly / Monthly Additional fees for servicing and relocation	No	Y 2012, 2011

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE / Day	Competitive Bidding
Tractor - Plow	Type 2 - 100-199 HP Type 3 - 50-99 HP	Daily Wet With operator	S D N	N
Trailer - Communications	Trailer equipped with programmable radios	Daily Wet With operator	N	Y
Trailer - GIS	Reference national solicitation template.	Daily Wet With operator	N	Y
Trailer - Helicopter Support	Reference national solicitation template.	Daily / Weekly / Monthly Wet With operator	N	Y
Trailer, Clerical Support	Includes photocopier, scanner, fax machine, printer, plotter, etc	Daily With operator Plus rate per copy	N/A	Y
Transportation - Vehicle, All Terrain (ATV)	Categories: Single Seat (ATV) Side by Side with bed (UTV) Gator	Daily/Weekly/Monthly Dry Without Operator	N	Y



EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE	Competitive Bidding
Transportation, Boat	Must meet US Coast Guard and State requirements	Daily Wet With operator	S	N
Transportation, Bus, Coach	47 person minimum capacity Compliant with state and federal DOT Contractor must have \$5 million of liability insurance per CFR 49 Part 387.53 Driver and all operating supplies A/C	Mileage or daily guarantee, whichever is greater. With one operator Wet	S	N
Transportation, Bus, Crew Carrier	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 387.53 Max age 1977 Refer to national solicitation template specifications.	Mileage or daily guarantee, whichever is greater. With one operator Wet Travel expenses to and from incidents are not paid	S	N

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHR / FT / Day <sup>1</sup>	24 Competitive BPA
Transportation, Bus, Shuttle	118 person capacity min IAC 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 daily guarantee, whichever is greater with operator Wet Travel expenses to and from incident are not paid	S N	N
Transportation, Golf Cart	Small powered cart	Daily / Weekly / Monthly Dry Without operator	No	Y
Transportation, Lowboy	Heavy equipment transport, including in 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.	Mileage or minimum daily guarantee Wet With operator (Reduce rate to 65% if operator also operates the equipment being hauled)	S/D	N 2011, 2011
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

EXHIBIT 23 - Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHR / FT / Day / Competitive / BPA
Transportation, Rental Vehicle From a rental vehicle company Can also utilize CSA's RSPV or STR Programs	Categories: Automobile Truck, Flatbed Automobile Truck, Flatbed Pickup (4x4) Truck, Stateside Pickup (4x2) Van, Box Sport Utility Vehicle Van, Passenger Specify 4X4 or 4X2	Daily IDry Without operator	No Y

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHELF LIFE / FT. DENT	24 Month Competitive Bidding
Transportation, Vehicle w/ Operator	Categories: Automobile Pickup (4x4 or 4X2) Sport Utility Vehicle (4X4 or 4X2) Truck, Flatbed Truck, Stake side Van, Passenger	Daily Plus mileage Wet With operator	S	N 2011 in C/
Truck, Gray Water	Type 1 – 4000+ gal Type 2 – 2500-3999 gal Type 3 – 1000-2499 gal Type 4 – 400-999 gal Must comply with state and local laws	Daily Wet With operator Contractor must pay own permit fees Contractor reimbursed for disposal fees unless the Government provides a disposal site	S	N 2012, 2013

EXHIBIT 23 – Continued

EQUIPMENT NAME / DESCRIPTION	EQUIPMENT SPECIFICATION AND TYPING	METHOD OF HIRE	SHE HR FT Day <sup>1</sup>	24 Competive LPPA
Truck, Service, with Mechanic	Type 2 Light, Automotive and Heavy Truck Type 1 Heavy Equipment Specify provisions for reimbursement of parts	Daily Wet With operator	S D N	2011, 2014
Truck/Trailer - Refrigeration	Categories: Refrigeration Truck Refrigeration Trailer Stairs Included Also available on GSA Schedule	Daily / Weekly / Monthly Plus mobilization cost No operator Dry	No	2008
Weed Washing Units	Type 1 – With Recycling Water System Type 2 – Without Recycling Water System (Refer to national solicitation template for additional specifications)	Daily Wet With operator(s)	S N	2011, 2014

**EXHIBIT 24**  
**RESOURCE ORDER FORM (ICS-259-9)**

RESOURCE ORDER NUMBER		INITIAL DATE/TIME		INCIDENT/PROJECT NAME				INCIDENT/PROJECT ORDER NUMBER		OFFICE REFERENCE NUMBER	
EQUIPMENT		Bad Bear		ID-BOF-080				ID-BOF-080			
3. DESCRIPTIVE LOCATION/RESPONSE AREA		6. SEC.		TWN		RNG		8. INCIDENT BASE/PHONE NUMBER		9. JURISDICTION/AGENCY	
Boise National Forest		1918 Commerce		Boise ID 83705		Boise Dispatch (208) 334-9800		PS			
7. MAP REFERENCE		10. ORDERING OFFICE				BOF					
11. AIRCRAFT INFORMATION		L.A.T.		FREQUENCY		AIR CONTACT		LONG		OTHER AIRCRAFT/HAZARDS	
BEARING		DISTANCE		BASE OR OMNI		FREQUENCY		GROUND CONTROL		RELOAD BASE	
12. Request Number	Order#	QTY	RESOURCE REQUESTED	Needed Date/Time	Delivery To	Agency ID	Time	RESOURCE ASSIGNED	RELEASED Date	Point of Hire	REMARKS
E-1	8-5 0427Z	Berry Rick 1ea	Type II Dozer	8-5 0900	Incident Base	BOF	0400Z	DoRight Construction Point of Hire Nampa, ID Duddley DoRight	0800 0830	8/7 Hire 1130	
E-2	8-5 0800	Berry Rick 1ea	1/2 T 4x4 Pickup	8-5 0800	Incident Base	BOF	0615	Dozer w/ one operator Lic No 4761958 Dodge 1/2 T 4x4 Pickup	0630 0800	8/7 Point of Hire 0730	
E-3	8-5 0700	Ron Mary 1ea	Bus, 40 Passenger	8-5 0900	MIRC Crew Dispatch	BOF	0715	Point of Hire Nampa, ID Lic No 4761958 40 Pass Bus w/ operator DoRight Construction	0700 0715	8/9 MIRC Crew Dispatch 1030	
E-4	8-5 0700	Ron Mary 1ea	Wildland Engine Type III	8-5 1100	Incident Base	BOF	0800	Point of Hire Nampa, ID Lic No 4759847 Type III Engine w/3 oper DoRight Construction	0700 0900	8/8 Lowman Complex 1900	
E-5	8-6 1300	Ron Mary 1ea	Flatbed 30 Ton	8-7	Incident Base	BOF	1315	30T Flatbed 1982 Kenworth Point of Hire Nampa, Id DoRight Construction	0700 0800	8/7 Point of Hire 1130	
13. ORDER RELAYED		ACTION TAKEN		ORDER RELAYED		ACTION TAKEN		REQ. NO.		DATE/TIME	
Req. No.	Date	Time	To/From	Req. No.	Date	Time	To/From	ACTION TAKEN			

NFES 2208(7/87)

EXHIBIT 24 - Continued

RESOURCE ORDER		2. Incident / Project Name		3. Incident / Project Order Number		Financial Codes										
EQUIPMENT		Bad Bear		ID-BOF-000080												
5. Descriptive Location		6. TWIN		8. Incident Base / Phone Number		9. Jurisdiction / Agency										
Boise National Forest 1918 Commerce Base, ID 8370		22N 11E 19		ID-BDC (Dispatch) 208-384-3398		Boise National Forest										
Base MDM: Boise, ID		LAT: 45 13 52N		10. Ordering Office		Boise Interagency Logistics Center										
LONG: 115 09 14W																
11. Aircraft Information																
Bearing	VOR	Contact Name	Frequency Type	Assigned Frequency	Released Base	Other Aircraft / Hazards (within 1 mile)										
266	LKT	TX/RX: 173.7625 FS North/South	Flight Following	071.90	MVL	Fixed Hazard N/A (See Documental - 45 27 24 N 115 20 02 W)										
36	DNJ	Ground	Ground	173.200	BOI											
113	MOG	Ground	Ground	172.200 South Simplex												
				123.00												
				123.00												
12. Request Number	Charged Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	M/D	Estimated Time of Departure	Estimated Time of Arrival	Released Date	Released To
E-1	06/08/07 0816 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Dozer, Type 2	06/05/07 0600 MST	Incident Base	ID-BDC	ID-BDC	06/08/07 0922 MST	ID-BOD	D	06/07/07 0900 MST	06/07/07 1130 MST	06/07/07 0600 MST	Nampa, ID
Travel Mode																
E-2	06/08/07 0917 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation - Pickup	06/05/07 0600 MST	Reporting Instructions	ID-BDC	ID-BDC	06/08/07 0923 MST	ID-BOD	D	06/07/07 0500 MST	06/07/07 0730 MST	06/07/07 0500 MST	Nampa, ID
Travel Mode																
E-3	06/08/07 0917 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation, Bus, Crew Carrier	06/05/07 0600 MST	Reporting Instructions	ID-BDC	ID-BDC	06/08/07 0923 MST	ID-BOD	D	06/08/07 0800 MST	06/08/07 1030 MST	06/08/07 0800 MST	Nampa, ID
Travel Mode																
E-4	06/08/07 0919 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	40 passenger bus w/ operator	06/05/07 1100 MST	Reporting Instructions	ID-BDC	ID-BDC	06/08/07 0923 MST	ID-BOD	D	06/08/07 1600 MST	06/08/07 1800 MST	06/08/07 1435 MST	Lewman Complex
Travel Mode																
E-5	06/08/07 0919 MST	ID-BDC (Dispatch) 208-384-3398	ID-BDC	1	Transportation - Truck, Flatbed	06/07/07 0600 MST	Reporting Instructions	ID-BDC	ID-BDC	06/08/07 0927 MST	ID-BOD	D	06/07/07 0630 MST	06/07/07 1130 MST	06/07/07 0735 MST	Nampa, ID

Run Date: 06/08/2007 1138 CST

ID-BOF-000080

Bad Bear

EXHIBIT 24 – Continued

Sample Report from Automated Dispatch System

**Request List**

<i>Incident</i>	<i>Incident Number</i>	<i>Host Unit</i>
<b>Bad Bear</b>	<b>ID-BOF-000080</b>	<b>Boise Interagency Logistics Center</b>
<b>E-1</b>	<b>Dozer, Type 2</b>	<b>Dozer, Type II - Doright Construction</b>
	<i>Resource Requested</i>	<i>Resource Assigned</i>
	<i>Assign Date</i>	<i>Release Date</i>
	6/14/2006 4:02:27 PM	6/15/2006 4:00:00 PM
		BLM
<b>E-2</b>	<b>Transportation - Pickup</b>	<b>Pickup - Dodge 1/2 T 4x4</b>
	<i>Resource Requested</i>	<i>Resource Assigned</i>
	<i>Assign Date</i>	<i>Release Date</i>
	6/12/2006 2:33:22 PM	6/20/2006 3:47:01 PM
		USFS
<b>E-3</b>	<b>Transportation, Bus, Crew Carrier</b>	<b>Bus, 40 Passenger - DoRight Construction</b>
	<i>Resource Requested</i>	<i>Resource Assigned</i>
	<i>Assign Date</i>	<i>Release Date</i>
	6/12/2006 12:55:18 PM	6/19/2006 6:40:00 PM
		BLM
<b>E-4</b>	<b>Engine, Type 3</b>	<b>Engine - Type III - DoRight Construction</b>
	<i>Resource Requested</i>	<i>Resource Assigned</i>
	<i>Assign Date</i>	<i>Release Date</i>
	6/11/2006 5:03:36 PM	6/20/2006 12:00:00 PM
		BLM
<b>E-5</b>	<b>Transportation - Truck, Flatbed</b>	<b>Truck, Flatbed - 30T - DoRight Construction</b>
	<i>Resource Requested</i>	<i>Resource Assigned</i>
	<i>Assign Date</i>	<i>Release Date</i>
	6/14/2006 4:02:27 PM	6/15/2006 4:00:00 PM
		USFS



**EXHIBIT 25**  
**EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA), OF-294**

**EMERGENCY EQUIPMENT RENTAL AGREEMENT**

<b>1. ORDERING OFFICE (name and address)</b> Lewis & Clark National Forest P.O. Box 869 1101 15th Street North Great Falls, MT 59403		<b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b> <b>2. AGREEMENT NUMBER</b> AG-03K0-C-X-9295			
		<b>3. EFFECTIVE DATES</b> a. Beginning 5/1/xx		b. Ending 12/31/xx	
<b>4. CONTRACTOR a. Name and Address</b> DoRight Construction P.O. Box 1, 112 Main Street Twodot, MT 59085  b. EIN/SSN: 81-7766951		<b>5. POINT OF HIRE (location when hired)</b> Location at time of hire		<b>6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY</b>  <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
c. Telephone Number (day) (406) 564-3146	d. Telephone Number (night) (406) 564-9367	<b>7. OPERATOR FURNISHED BY</b>  <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
<b>8. TYPE OF CONTRACTOR ("X" appropriate boxes)</b> <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE					
<b>9. ITEM DESCRIPTION</b> (include make, model, year, serial number and accessories)					
	<b>10. NUMBER OF OPERATORS</b>	<b>11. WORK OR DAILY</b> a. rate    b. unit		<b>12. SPECIAL</b> a. rate    b. unit	
a. Dozer, Caterpillar Model D6C SN: 47A19652	1	1534.00	DY		
b. Bus, 40 Passenger Lic. No.: 44-388 (Montana) VIN: 102057X072057	1	3.23	MI	850.00	
c. Wildland Engine, Type 6 2004 GMC, Lic. No.: 44-1051 (Montana) VIN: 2GFLP624CZ1299	3	1300.00	DY		
d. Transport, 30 Ton Flatbed 1999 Kenworth, Lic. No.: 44-7928 (MT) VIN: 6BYZ3248A7	1	1300.00	DY		
e. Pickup Truck, 1/2 Ton, 4x4 Dodge 1500, Lic. No.: 44-9795 (MT) VIN: 2FXDY200BCD1396	1	250.00	DY	0.22	MI
f.					
g.					
<b>14. SPECIAL PROVISIONS</b> (1) Bus is paid the mileage rate or the guarantee whichever is greater. (2) One Engine Boss and two firefighters for a total of three operators shall be provided to operate the engine one operational period. (3) If transport and Dozer are hired with one operator, the transport rate is reduced by \$447 for one operational period. (4) The pickup truck is paid a daily rate AND mileage.					
<b>15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE</b> Dudley DoRight		<b>16. DATE</b> 5/1/xx	<b>17. CONTRACTING OFFICER'S SIGNATURE</b> Wright Price		<b>18. DATE</b> 5/1/xx
<b>19. PRINT NAME AND TITLE</b> Dudley DoRight, Owner			<b>20. PRINT NAME AND TITLE</b> Wright Price, Contracting Officer		

NSN 7540-01-121-8825  
 PREVIOUS EDITION NOT USABLE

ORIGINAL - CONTRACTOR; COPY 2 - ORDERING OFFICE FILE COPY; COPY 3 - FINANCE; COPY 4 - OPTIONAL

OPTIONAL FORM 294 (REV. 8-90)  
 USDA/USDI

EXHIBIT 25 – Continued**GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL  
AGREEMENT FORM OF-294 (1990)**

**Replace all of the existing clauses on the ack of the Optional Form 294,  
revised on August 1990, with the following**

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a

result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

**CLAUSE 1.** Condition of Equipment - All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

**CLAUSE 2.** The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the

estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

**CLAUSE 3.** Operating Supplies - As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

**CLAUSE 4.** Repairs - Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

**CLAUSE 5.** Timekeeping - Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

**CLAUSE 6.** Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (*column 11*) (hourly or mileage) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power. **ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.**

2. **Special Rates** (*column 12*) shall apply when specified.

3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 13. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 13. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is

transported under its own power, it is compensated under the Work rate.

4. **Daily Rate** (*column 11*) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

(a) **Shift Basis (Portion of calendar day)**

1) **Single Shift** - (SS) is staffed with one operator or one crew

2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.

3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. **Method of Payment.** Lump-sum payment will normally be processed at the end of the emergency assignment. However,

partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

**CLAUSE 7. Exceptions**

a. Daily Rate or Guarantee - No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours,

may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the contractor may be released from the incident.

**CLAUSE 8.** When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

**CLAUSE 9.** Loss, Damage, or Destruction -  
(a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment,

except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

**CLAUSE 10.** Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

**CLAUSE 11.** Deductions - Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

**CLAUSE 12.** Personal Protective Clothing and Equipment – The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.

2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;

3. Other items may be issued by the Government.

**b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government**

**furnished protective clothing and equipment not returned by the Contractor.**

**CLAUSE 13.** COMMERCIAL MOTOR VEHICLES: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:

[www.fmcsa.dot.gov](http://www.fmcsa.dot.gov)

**CLAUSE 14.** CLAIM SETTLEMENT AUTHORITY– For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

**CLAUSE 15.** CHANGES TO EMERGENCY EQUIPMENT RENTAL AGREEMENTS  
Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

**CLAUSE 16.** FIREARM – WEAPON PROHIBITION - The possession of firearms or other dangerous weapon (18 USC 930

(f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

**CLAUSE 17. WORK REST and LENGTH OF ASSIGNMENT:**

The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: [www.nwcg.gov](http://www.nwcg.gov)

**CLAUSE 18. HARRASSMENT FREE WORKPLACE -**

Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at <http://www.gpoaccess.gov/>.

**CLAUSE 19. Definitions -** The following definitions for Block 8 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the following size standards: (1) Motorcar and

Truck Rental Without Operator - average annual receipts for its preceding 3 fiscal years do not exceed 12.5 million, (2) Equipment Rental With Operator - average annual receipts for its preceding 3 fiscal years do not exceed 3.5 million.

b. **SMALL**

**DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

**NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.**

**(Rev 3/2006)**



EXHIBIT 25 - Continued

Instructions for form completion:

- 1-3. Ordering Office, Agreement Number, Effective Dates. Follow instructions provided by the incident agency for completion of these blocks.
4. Contractor. Address shall be the address for mailing payment. EIN/SSN is mandatory.
5. Point of Hire. This block may either indicate contractor's address where the rental equipment will normally be located, or merely state "Location at the time of hire". For equipment hired during an incident, this block should indicate the actual address or location of the equipment at the time of order and hire.
- 6-7. Operator and Operating Supplies Provided By. Normally check 1 block. If both blocks are checked, specify in block 14, Special Provisions, which conditions apply.
8. Type of Contractor. This block is to gather information to meet agency reporting requirements.
9. Item Description. This information must be of sufficient detail to fully identify the equipment to be rented.
10. Number of Operators. Specify the number of operators per operational period. Note any exceptions in block 14, Special Provisions.
11. Work or Daily Rate and Unit. Enter geographic area standard rate or negotiated rate and unit. Do not enter a daily rate if block 13 contains a guarantee.
12. Special Rate and Unit. Enter the special rate and identify in detail in block 14, Special Provisions, when and how these special rates apply.
13. Guarantee. Enter the geographic area standard rate or negotiated rate. Do not enter a guarantee if block 11 unit of measurement is a daily rate.

EXHIBIT 25 – Continued

- 14 Special Provisions. Detail any agreement made with the contractor not specified elsewhere on the form. Include any supplements to the General Provisions.
- 15-20. Signature blocks. The rental agreement must be signed, dated, and name and title printed, by both the contractor or authorized agent and the authorized contracting officer.

**EXHIBIT 26**  
**VEHICLE/HEAVY EQUIPMENT SAFETY**  
**INSPECTION CHECKLIST, OF-296**

**VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST**

1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE		7. MODEL, TYPE	
8. SERIAL NO. / VIN		9. LICENSE NO.	

Section I - Tractor, Motor Grader	Pre-use		Release	
	YES	NO	YES	NO
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts.	*			
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working; oil, temperature, etc.	*			
6. Steering clutches: must have 3-4" free travel	*			
7. Brakes: must hold at half travel	*			
8. Muffler and spark arrester: approved type unless turboed	*			
9. Fuel system: must be free of drips and leaks	*			
10. Cooling system: must be free of leaks	*			
11. Fan and Fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackles bolts, shifted spring leaf	*			
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted	*			
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges	*			
18. Blade, ripper, winch: operates smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks	*			
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				

**Section II - Remarks** (Describe all unsatisfactory items and identify by line number.)

Section III - Power Saw, Pump	Pre-use		Release	
	YES	NO	YES	NO
1. Visible parts broken	*			
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition	*			
5. Exhaust system and spark arrester	*			
6. Motor: idles evenly, runs smoothly, satisfactory power				

\* Safety item - Do not accept until brought into compliance.

**10. PRE-USE INSPECTION**  REJECTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

ACCEPTED

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

Section IV - Truck, Bus, Van, Pickup	Pre-use		Release	
	YES	NO	YES	NO
1. "DOT" inspection in the last 12 months: when required	*			NA
2. Gauges and lights	*			
3. Seat belts	*			
4. Glass & mirrors	*			
5. Wipers and horn	*			
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel System	*			
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering	*			
15. Brakes	*			
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line-U-joints: check for looseness				
18. Springs and shocks	*			
19. Differential: check for leaks				
20. Exhaust system	*			
21. Frame	*			
22. Tires and wheels (List failed position/depth in remarks)	*			
23. Body and interior condition: describe and locate damage on back of page 2, Section IV, item 23				
24. Emergency equipment required: ___ Fire Extinguisher ___ Spare Fuses ___ Reflectors	*			
25. Operator(s) properly licensed.	*			

State \_\_\_\_\_ License No. \_\_\_\_\_ Class \_\_\_\_\_  
 Endorsements \_\_\_\_\_ Med. Cert. Expire Date \_\_\_\_\_

**11. RELEASE INSPECTION**  NO DAMAGE / NO CLAIM  
Not applicable to buses, inspection required.

MILES / HRS \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Title \_\_\_\_\_  
 Inspector Name \_\_\_\_\_ Title \_\_\_\_\_  
Print

FINANCE COPY - PRE USE

EXHIBIT 26 – Continued

## VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

FORM USE AND DISTRIBUTIONPre-Use Inspection

1. Inspector completes block numbers 1 - 10
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Pre-use" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23\* is continued on the back side of the "Finance Copy - Release".
3. Both Vendor and Inspector must sign off the Pre-use "ACCEPTED" inspection, block 10. Inspectors need to print and Vendors need to sign their names.
4. "Finance Copy - Pre-Use" (white copy), is sent **immediately** to the Equipment Finance department.
5. "Vendor Copy - Pre-Use / Release" (yellow copy), is given to Vendor with instruction to bring the copy back for the release inspection.
6. "Finance Copy - Release" (pink copy), and "Inspector - Pre Use / Release" (goldenrod copy), are held by the Inspector.

Release Inspection

1. Retrieve "Vendor Copy" and place between the "Finance Copy - Release" and "Inspector - Pre Use / Release" copies that were held by the Inspector.
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Release" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23\* is continued on the back side of the "Finance Copy - Release".
3. Block 11, "Release Inspection" must be completed by both Vendor and Inspector. Inspectors need to print and Vendors need to sign their names.
4. Inspector returns "Vendor Copy" to Vendor and **immediately** sends "Finance Copy - Release" to the Equipment Finance department.
5. At conclusion of Incident, mail **all** "Inspector - Pre Use / Release" copies to the responsible agencies Regional Equipment Manager or equivalent.

EXHIBIT 26 - Continued

## Section IV - Truck, Bus, Van, Pick-up

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

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

**2. Gauges, and Lights (393.81-393.9)**

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

**3. Seat Belts (393.93)**

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

**4. Glass and Mirrors (393.60, 393.80)**

- ♦ Any discoloration not applied by the manufacturer for reduction of glare.
- ♦ Any windshield crack over 1/4" wide.
- ♦ Any crack less than 1/4" wide that intersects with any other crack.
- ♦ Any damage 3/4" or greater in diameter.
- ♦ Any 2 damaged areas closer than 3" to each other.
- ♦ Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- ♦ Any required mirror broken. (396.3(A)(1))

**5. Wipers and Horn (393.78, 393.81)**

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

**10. Fuel System (393.65, 393.67)**

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

**14. Steering (393.209)**

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

**15. Brakes (393.40-393.53)**

- ♦ Brake system has any deficiencies as described in FMCSR.
- ♦ Brake system has any missing, loose, broken, out of adjustment or worn out components.
- ♦ Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- ♦ Brake system has any air or fluid leaks. (396.3 (a)(1))

**18. Springs and Shocks (393.207)**

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

**20. Exhaust (393.83)**

- ♦ Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part or the vehicle.
- ♦ Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15' for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit)
- ♦ Any leak at any point forward of or directly below the driver and/or sleeper compartment.

**21. Frame (393.201)**

- ♦ Any cracked, broken, loose or sagging frame member.
- ♦ Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- ♦ Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3 (a)(1))

**22. Tires and Wheels (393.75, 393.205)**

- ♦ Any body ply or belt material exposed through tread or sidewall.
- ♦ Any tread or sidewall separation.
- ♦ Any cut exposing ply or belt material.
- ♦ Tread depth less than 4/32" on steering axle.
- ♦ Less than 2/32" on any other axle.
- ♦ Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- ♦ Any tire not properly inflated or any overloaded tire.
- ♦ Any tire that it comes in contact with any part of the vehicle. (393.3(a)(1))
- ♦ Any tire marked "Not for Highway Use". (393.3(a)(1))
- ♦ Wheels and rims shall not be cracked or broken.
- ♦ Stud or bolt holes on the wheels shall not be elongated.
- ♦ Nuts or bolts shall not be missing or loose.

**24. Emergency Equipment (393.95)**

- ♦ Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- ♦ At least one spare fuse or other overload protective device. (393.95(c))
- ♦ Warning devices for stopped vehicles. (393.95(f)(g))

**25. License (383.23, 391.41)**

- ♦ No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- ♦ Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

**IN ADDITION TO THE ABOVE:**

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

**The Inspector shall inspect for compliance with the FMCSR, State and Local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.**

EXHIBIT 26 – Continued

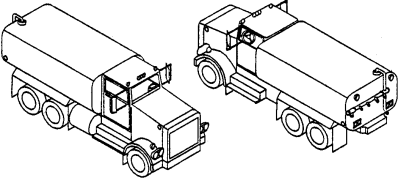
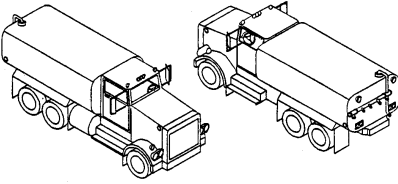
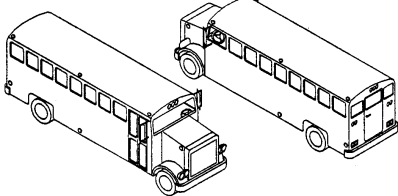
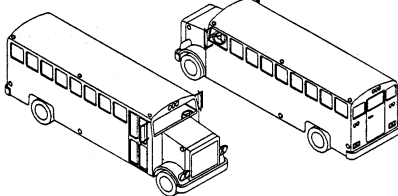
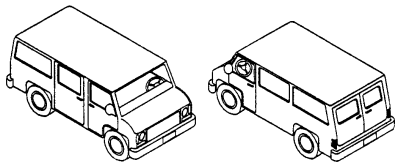
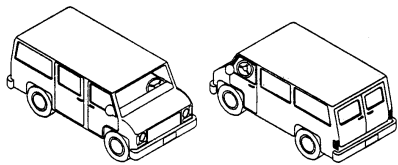
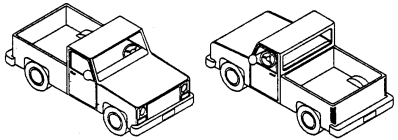
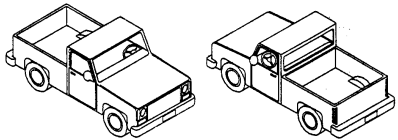
Section IV, Item 23 – Truck, Bus, Van, Pickup, Body Condition Inspection	
Pre-Use Inspection	Release Inspection
	
	
	
	
Remarks	

EXHIBIT 26 – Continued

Instructions for form completion:

1. Incident Name/Number. Enter the Incident Name and Number from the Resource Order.
2. Order/Request Number.
3. Owner/Vendor. Enter the equipment owner's name.
4. Agreement, PO or Contract No. Enter the agreement number from block 2 of the Emergency Equipment Rental Agreement, OF-294.
5. Expires. Date Agreement, PO or Contract expires.
6. Make. Enter the make of the equipment being inspected, e.g., Dodge, Ford or Chevrolet.
7. Model Type. Enter the model type of the equipment being inspected.
8. Serial No./VIN. Enter the Serial Number/VIN number of the equipment being inspected.
9. License No. Enter the license number of the equipment being inspected.
10. Pre-Use Inspection. Enter whether or not the inspection was rejected or accepted.

Enter the Miles/Hrs., Date, and Time of inspection.

The contractor or authorized agent prints name and title in this block.

The government representative inspecting the equipment prints name and title in this block.

EXHIBIT 26 – Continued

11. Release Inspection. Enter if there was Damage/No Claim.

Enter the Miles/Hrs., Date, and Time of inspection.

The contractor or authorized agent's signature and title in this block.

The government representative inspecting the equipment prints name and title in this block.

Sections I, III, IV. Select the appropriate section for the type of equipment being inspected. Inspect each item and check appropriate boxes for Pre-Use or Release, mark if the item does or does not apply.

Section II – Remarks. Describe any unsatisfactory item considered a safety item or indication of poor mechanical reliability is grounds for rejection until the equipment is repaired, e.g., no seat belts in a vehicle would be grounds for rejection. When equipment fails several items on the initial inspection, consideration should be given to rejecting the equipment.



EXHIBIT 27  
EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

<b>EMERGENCY EQUIPMENT SHIFT TICKET</b>											
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 Flye</i>		4. INCIDENT NUMBER <i>ID-1FD-01225</i>		5. OPERATOR (name) <i>Peter Pulaski</i>		FINANCE	
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>47A19625</i>		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT	
12. DATE MO/DA/YR <i>7/22/xx</i>		13. EQUIPMENT USE HOUR (DAY) / WORK SPECIAL <i>1300    1700    4</i>		14. REMARKS <i>Under hire 0900 7/22/xx</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 <i>Thudis Servt</i> (Recorder's initials)		17. CONTRACTORS OR AUTHORIZED AGENTS SIGNATURE <i>Peter Pulaski</i>	
18. GOVERNMENT OFFICERS SIGNATURE <i>Thudis Servt</i>		19. DATE SIGNED <i>7/22/xx</i>		20. OPTIONAL FORM 297 (7-90) USDA/USDI		21. ORDERING OFFICE FILE COPY (RETAIN IN BOOK)		22. EQUIPMENT TIME RECORDER		23. CONTRACTOR	

EXHIBIT 27 – Continued

Instructions for form completion:

1. Agreement No. Enter number from block 2 of the EERA or block 2 of the I-BPA.
2. Contractor. Enter the contractor's name as shown in block 4 of the EERA or Block 17a of the I-BPA. Enter the contractor's resource order number.
3. Incident or Project Name. Enter incident name.
4. Incident Number. Enter the incident number.
5. Operator. Enter the names of all operators in block 14, Remarks; note the operational periods that each operator was on duty.
6. Equipment Make. Enter the make of equipment from block 9 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA. (Note: blocks 6 through 8 should reflect what is shown on the EERA or I-BPA and provided by the contractor.)
7. Equipment Model. Enter the model of equipment from block 9 of the EERA or the Schedule of Items or Resource Category form of the I-BPA.
8. Operator. Check 1, in accordance with block 6 of the EERA or Clause D.1 of the I-BPA.
9. Serial Number. Enter serial number of equipment from block 9 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA.
10. License Number. If equipment is licensed, enter license number of equipment (off-road, heavy equipment normally is not licensed).

EXHIBIT 27 – Continued

11. Operating Supplies. Check 1, in accordance with block 7 of the EERA or Clause D.21.4 of the I-BPA.
12. Date. Enter date of use.
13. Equipment Use. Circle hours, days, or miles as per block 11 of the EERA or the Schedule of Items or Resource Category form of the I-BPA. Record the actual hours worked. Enter the start and stop times or beginning and ending mileage in the columns designated as Start/Stop. Calculate the hours worked or miles driven and enter in the Work column. If the rate of pay is by the day, enter "1".

(Refer to Clause 7A of the EERA or the Schedule of Items or the Resource Category form of the I-BPA.)

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

14. Remarks. Enter any information necessary to administer the terms of the EERA or I-BPA.
15. Equipment Status. Mark the appropriate blocks.
16. Invoice Posted By. Enter time recorder initials.
17. Contractor's or Authorized Agent's Signature. To be completed and signed by the appropriate contractor representative, normally at the end of each work shift or break in operational periods.
18. Government's Officer's Signature. To be signed by the incident official responsible for the immediate supervision of the equipment.
19. Date Signed. Enter the date shift ticket is signed.

**EXHIBIT 28**  
**EMERGENCY EQUIPMENT USE INVOICE, OF-286**

**EMERGENCY EQUIPMENT—USE INVOICE**

PAGE \_\_\_ OF \_\_\_

<b>1. CONTRACTOR a. name and address</b> DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085  b. EIN/SSN 81-7766951				<b>2. INCIDENT OR PROJECT NAME</b> Bad Bear  <b>3. AGREEMENT NUMBER (from OF-294)</b> AG-03KO-C-X-9295  <b>4. EFFECTIVE DATES OF AGREEMENT</b> a. beginning 5/1/XX      b. ending 12/31/XX				
<b>5. EQUIPMENT (list make, model, serial number, etc.)</b> Dozer, Caterpillar D6C Serial Number 47A19652				<b>6. POINT OF HIRE (location when hired)</b> Nampa, ID  <b>7. DATE OF HIRE</b> 8/5/XX <b>8. TIME OF HIRE</b> 0600				
<b>9. ADMINISTRATIVE OFFICE FOR PAYMENT</b> USDA Forest Service Albuquerque Service Center Incident Finance Branch 101 B Sun Avenue NE Albuquerque, NM 87109				<b>10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY</b> <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)  <b>11. OPERATOR FURNISHED BY</b> <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT  <b>12. RESOURCE ORDER NUMBER</b> E-1				
<b>13. YEAR</b> 20XX		<b>14. WORK OR DAILY RATE</b>		<b>15. SPECIAL RATE</b>		<b>16. TOTAL AMOUNT EARNED</b> (14c + 15c)	<b>17. GUARANTEE</b>	<b>18. AMOUNT</b> (COLUMN 16 OR 17, WHICHEVER IS GREATER)
<b>MO</b>	<b>DA</b>	<b>a. UNITS WORKED (MHP/DA)</b>	<b>b. RATE</b>	<b>c. AMOUNT</b>	<b>a. UNITS WORKED (MHP/DA)</b>			
8	5	1.0	1534.00	1534.00				1534.00
8	5	1.0	1534.00	1534.00				1534.00
<b>19. CHARGE CODE</b> P4B7CK (0402)				<b>20. OBJECT CODE</b>		<b>23. GROSS AMOUNT DUE</b>		<b>3068.00</b>
<b>21. EQUIPMENT WAS</b> <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: 8/6/XX TIME: 1600						<b>24. ITEM 23 FROM PREVIOUS PAGE</b>		
<b>22. REMARKS</b> \$322.05 deduction for fuel Equipment was released in same condition as hired						<b>25. TOTAL AMOUNT DUE</b>		<b>3068.00</b>
						<b>26. DEDUCTIONS (attach statement)</b>		<b>-322.05</b>
						<b>27. ADDITIONS (attach statement)</b>		
						<b>28. NET AMOUNT DUE</b>		<b>2745.95</b>
<b>29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.</b>								
<b>30. CONTRACTOR'S SIGNATURE</b> Duddley DoRight			<b>31. DATE</b> 8/6/XX			<b>32. RECEIVING OFFICER'S SIGNATURE</b> Clock Watcher		<b>33. DATE</b> 8/6/XX
<b>34. PRINT NAME AND TITLE</b> Duddley DoRight, Owner						<b>35. PRINT NAME AND TITLE</b> Clock Watcher, PROC		

NSN 7540-01-120-4062

50296-102

OPTIONAL FORM 286 (REV. 7-80) USGSA/GSFI

EXHIBIT 28 – Continued

Instructions for form completion:

1. Contractor. Enter contractor's name and mailing address from block 4 of the EERA or block 17a of the I-BPA. It is important to confirm with the contractor that this is the current mailing address. The EIN/SSN must be completed.
2. Incident Name. Enter incident name.
3. Agreement Number. Enter the agreement number from block 2 of the EERA or the I-BPA.
4. Effective Dates. Enter the effective dates of the agreement from block 3 of the EERA or Clause C.3.1 of the I-BPA.
5. Equipment. Enter the equipment information and cross check with block 9 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA to ensure the equipment provided is the same equipment shown on the agreement.
6. Point of Hire. Enter the point of hire as specified in the agreement. It is mandatory this be completed to calculate travel time to and from the incident.
7. Date of Hire. Enter the date of hire from the agreement, the inspection, or the shift ticket.
8. Time of Hire. Enter time of hire from block 13 or 14 of the shift ticket.
9. Administrative Office for Payment. Enter the name and address of the payment office designated by the incident agency or the EERA or Exhibit B of the I-BPA.
- 10-11. Operating Supplies and Operator. Check the appropriate boxes in accordance with blocks 6 and 7 of the EERA or Clause D.21.4 of the I-BPA.

EXHIBIT 28 – Continued

12. Resource Order Number. Enter the incident order number and request number, e.g., E#, under which the equipment was ordered.
13. Year, Month and Day. Enter appropriate calendar year, month, and day.
- 14-15. Work or Daily Rate. Enter the units worked in sub-block "A" from the shift ticket. Enter the rate in sub-block "B" from block 11 of the EERA or the Schedule of Items or the Resource Category form in the I-BPA. Extend the units worked times the rate and enter the amount in sub-block "C".
16. Total Amount Earned. Add the totals of blocks 14c and 15c and enter in block 16.
17. Guarantee. Enter the guarantee from block 13 of the EERA or the Schedule of Items or the Resource Category form of the I-BPA. If equipment is under a daily rate, there is no guarantee.
18. Amount. Enter the higher amount of block 16 or block 17.
19. Charge Code. Enter incident agency accounting code.
20. Object Code. Payment personnel complete the object code.
21. Released/Withdrawn. Check the appropriate box and enter the date and time from blocks 13, 14, or 15 of the shift ticket.
22. Remarks. Enter any remarks necessary to explain the information on the invoice, such as the reasons for additions or deductions, or a pending claim.
23. Gross Amount Due. Total of entries in column 18.
24. Previous Page(s). If the invoice is more than 1 page in length, carry the amounts forward and enter in this block.
25. Total Amount Due. Total blocks 23 and 24.

EXHIBIT 28 - Continued

26. Deductions. Enter any deductions (i.e. repairs, commissary and fuel) to the invoice and explain in block 22. Attach supporting documents to the invoice.
27. Additions. Enter any additions (i.e. contractor supplied fuel and/or parts) to the invoice and explain in block 22. Attach supporting documents to the invoice.
28. Net Amount. Total of blocks 25, 26, and 27.
29. Release. The contractor should read and agree with the statement in this block. If the contractor has any exceptions, it should be so noted in the remarks.
- 30, 31, 34. Contractor's Signature, Title, Date. The contractor or authorized agent signs, dates, and prints name and title in these blocks.
- 32, 33, 35. Receiving Officer's Signature, Title, Date. The Receiving Officer, normally the Procurement Unit Leader, signs, dates, and prints name and title in these blocks. It should be explained to the contractor that the invoice is subject to audit and errors will be corrected prior to payment.

EXHIBIT 29  
EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304

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

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



EXHIBIT 29 – Continued

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 I-BPA. 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 I-BPA. 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 I-BPA.
5. License or Identification Number. Enter serial number and/or license number of contractor's equipment. If government owned, enter identification number such as license number, serial number, or other identification number of the equipment.
6. Commodity. Identify the commodity provided.
7. Quantity. Enter the quantity provided.
8. Unit. Enter the unit of measure for the commodity provided.
9. Unit Price. Enter the unit price (obtained from the Procurement Unit Leader or Buying Team Leader) for the commodity provided.
10. Amount. The amount equal to the unit price (block 9) times the quantity (block 7).
11. Oil/Other. Enter any other products provided and compute extensions.
12. Date and Time Issued. Enter date and time issued.

EXHIBIT 29 – Continued

13. Remarks. Enter pertinent remarks.
14. Total. Enter total (commodity total plus oil/other total).
15. Signatures. The issuing agent and receiving agent signs, dates, and prints name and title at the time of issue.
16. Posted to Equipment Invoice. The individual posting the deduction to the invoice initials and dates.

EXHIBIT 30

EMERGENCY EQUIPMENT RENTAL USE ENVELOPE, OF-305

EMERGENCY EQUIPMENT RENTAL-USE ENVELOPE

CONTRACTOR	<i>Doright Construction</i>		
RESOURCE ORDER NO.	ORDERED BY		
ID-807-000080	E-1	<i>Jeri Calk</i>	
ARRIVED AT MOBILIZATION POINT	LOCATION		
DATE 8-5-XX	TIME 0600	<i>Manapa, ID</i>	
OPERATOR(S)			
<i>Tanner Jones</i>			
EQUIPMENT TYPE	SIZE	NUMBER	
<i>Digger</i>	D6C	147419652	
DATE RELEASED	TIME RELEASED		
8-6-XX	11600		

FORMS:

- X. OF-294 EMERGENCY EQUIPMENT RENTAL AGREEMENT
- X. OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (PREUSE)
- X. OF-297 EMERGENCY EQUIPMENT SHIFT TICKET(S)
- X. OF-286 EMERGENCY EQUIPMENT-USE INVOICE
- M4 COMMISSARY ISSUES (IF APPLICABLE)
- M4 OF-288 EMERGENCY FIREFIGHTER TIME REPORT (IF APPLICABLE)
- X. OF-304 EMERGENCY EQUIPMENT FUEL AND OIL ISSUE (IF APPLICABLE)
- X. OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (RELEASE)
- X. ALL GOVERNMENT-ISSUED SAFETY EQUIPMENT RETURNED

ALL FORMS ARE INCLUDED IN THIS ENVELOPE. ALL SIGNATURES HAVE BEEN OBTAINED AND THE ENCLOSED INVOICE IS COMPLETE AND READY FOR PAYMENT. ALL FUEL, OIL, PARTS AND COMMISSARY ISSUES HAVE BEEN POSTED.

*Tim Timely* \_\_\_\_\_ 8/7/XX \_\_\_\_\_  
EQUIPMENT TIME RECORDER DATE

*Will Buysie, P/L* \_\_\_\_\_ 8/7/XX \_\_\_\_\_  
FINANCE SECTION CHIEF OR DATE  
PROCUREMENT UNIT LEADER

NSW 7540-01-317-7367-50305-101

OPTIONAL FORM 305 (7-90)  
USDA/USDI

**ADMINISTRATIVE FOLLOWUP NEEDED**  
YES NO

REMARKS \_\_\_\_\_

CONTINUE ON REVERSE IF NECESSARY

**NOTICE TO CONTRACTOR**

REPORT TO: *Incident Command Post*

INCIDENT: *Bad Bear, ID-747-000080*

BEFORE LEAVING AN INCIDENT, FINAL INSPECTION AND EQUIPMENT-USE INVOICE MUST BE COMPLETED. YOU ARE NOT CONSIDERED RELEASED AND WILL NOT BE PAID UNTIL ALL INVOICE DOCUMENTS ARE COMPLETED AND SIGNED. CHECK WITH FINANCE SECTION CHIEF.

CONTRACTOR:

EXHIBIT 31
SOLICITATION / CONTRACT/ORDER FOR
COMMERCIAL ITEMS, SF-1449

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30
1. RFQ/ISSUANCE NUMBER PAGE 1 OF
2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: a. NAME b. TELEPHONE NUMBER (No collect calls) 8. OFFER DUE DATE/ LOCAL TIME
9. ISSUED BY CODE 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR:
SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB)
HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS:
SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A) SIZE STANDARD.
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) 13b. RATING
14. METHOD OF SOLICITATION RFQ IFB RFP
15. DELIVER TO CODE 16. ADMINISTERED BY CODE
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE
TELEPHONE NO.
17b. CHECK IF RMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM
19. ITEM NO. 20. SCHEDULE OF SUPPLIES/SERVICES 21. QUANTITY 22. UNIT 23. UNIT PRICE 24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)
25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
27b. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-6 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
29. AWARD OF CONTRACT. REF. OFFER
DATE: YOUR OFFER OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) 31c. DATE SIGNED
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE STANDARD FORM 1449 (REV. 3/2011) Prescribed by GSA - FAR (48 CFR) 53.212

<p>1. Gauges &amp; Lights</p>	<ul style="list-style-type: none"> <li>Speedometer inoperative (Federal Motor Carrier Safety Regulation (FMCSR 393.82))</li> <li>All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working. (FMCSR 393.9)</li> </ul>	<p>8. Brakes</p>	<ul style="list-style-type: none"> <li>Brake system has any missing, loose, broken, out of adjustment or worn out components</li> <li>Brake system has any air or fluid leaks. (FMCSR Appendix G, Sub. B)</li> <li>Brake system has any other deficiencies as described in FMCSR Appendix G, Sub. B</li> </ul>
<p>2. Seat Belts</p>	<ul style="list-style-type: none"> <li>Any Driver's or right outboard seat belt, missing or inoperative. (FMCSR 393.93)</li> <li>Passenger carrying have have missing or inoperative seat belts in passenger areas. Buses excepted.</li> </ul>	<p>10. Springs &amp; Shocks</p>	<ul style="list-style-type: none"> <li>Any U-bolt, spring, spring hanger, or any other axle positioning part is cracked, broken, loose or missing resulting in any shifting of an axle from it's normal position. (FMCSR Appendix G, Sub. B)</li> </ul>
<p>3. Glass &amp; Mirrors</p>	<ul style="list-style-type: none"> <li>Any windshield crack over ¼" wide.</li> <li>Any damage ¾" or greater in diameter.</li> <li>Any 2 damaged areas are closer than 3" to each other</li> <li>Any crack less than ¼" wide intersectes with any other crack. (FMCSR 393.60)</li> <li>Any crack or discoloration in the windshield area lying within the sweep of the wiper on either side of the windshield (FMCSR Appendix G, Sub. B)</li> <li>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. See exceptions (FMCSR 393.80)</li> <li>Any required mirror broken.</li> </ul>	<p>11. Exhaust</p>	<ul style="list-style-type: none"> <li>Any leaks at any point forward of or directly below the driver and/or sleeper compartment</li> <li>Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15' for other than Gasoline powered, or forward of any door or window designed to be opened on other than Gasoline powered bus. (Exception: emergency exit)</li> <li>Any part of the exhaust system so located as would be likely to result in burning, charring, or damaging the wiring, fuel supply or any combustible part of the vehicle. (FMCSR Appendix G, Sub. B)</li> </ul>
<p>4. Wipers &amp; Horn</p>	<ul style="list-style-type: none"> <li>Wipers blade(s) fail to clean windshield within 1" of windshield sides. (FMCSR 393.78)</li> <li>Horn: missing, inoperative, or fails to give an adequate and reliable warning signal. (FMCSR 393.81)</li> </ul>	<p>12. Frame</p>	<ul style="list-style-type: none"> <li>Any cracked, broken, loose or sagging frame member.</li> <li>Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body or frame to contact the tire or wheel assemblies.</li> <li>Adjustable axle assemblies with lockin pins missing or not engaged. (FMCSR Appendix G, Sub. B)</li> </ul>
<p>5. Engine Compartment</p>	<ul style="list-style-type: none"> <li>Low Fluid levels</li> <li>Loose or leaking battery</li> <li>Excessive leaks</li> <li>Cracked or deteriorated belts or hoses.</li> <li>Any condition of impending or probable failure.</li> </ul>	<p>13. Tires</p>	<ul style="list-style-type: none"> <li>Tread depth less than 4/32" on steering axle.</li> <li>Less then 2/32" on any other axle.</li> <li>Any body ply or belt material exposed through tread or sidewall.</li> <li>Any tread or sidewall separation.</li> <li>Any cut exposing ply or belt material.</li> <li>Any tire marked "not for highway use".</li> <li>A tube-type radial tire without radial tube stem markings.</li> <li>Any mixing of bias and radial tires on the same axle.</li> <li>Any tire not properly inflated or overloaded.</li> <li>Any bus with recapped tires. (FMCSR Appendix G, Sub. B)</li> <li>Lock or slide rings; any bent, broken, cracked, improperly seated, sprung or mismatched ring(s).</li> <li>Wheels and rims; any cracked or broken or has elongated bolt holes.</li> <li>Fasteners (both spoke and disc wheels). Any loose, missing, broken, cracked, stripped or otherwise ineffective fasteners.</li> <li>Any cracks in welds attaching disc wheel to rim.</li> <li>Any cracks in welds attaching tubeless demountable rim to adapter.</li> <li>Any welded repair on aluminum wheel(s) on a steering axle or any welded repair other than disc to rim attachment on steel disc wheel(s) on steering axle. (FMCSR Appendix G, Sub. B)</li> </ul>
<p>6. Fuel System</p>	<ul style="list-style-type: none"> <li>Visible leak at any point.</li> <li>Fuel tank cap missing.</li> <li>Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets. (FMCSR Appendix G, Sub. B)</li> </ul>		
<p>7. Steering</p>	<ul style="list-style-type: none"> <li>Steering wheel does not turn freely, has any spokes cracked, loose spokes or missing parts.</li> <li>Steering lash not within parameters, see chart, in FMCSR 393.209.</li> <li>Steering column is not secure.</li> <li>Steering system; any U-joints worn, faulty or repaired by welding.</li> <li>Steering gear box is loose, cracked or missing mounting bolts.</li> <li>Pitman arm loose.</li> <li>Power steering; any components inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.</li> <li>Any fluid leaks, fluid reservoir not full. (FMCSR 393.209)</li> </ul>		



**EXHIBIT 32 - Continued**  
**INSPECTION ITEMS**

(REF. FEDERAL MOTOR CARRIER SAFETY REGULATIONS)

**HOLD FOR REPAIRS.**

1. Gauges & Lights	<ul style="list-style-type: none"> <li>- Speedometer inoperative. (Federal Motor Carrier Safety Regulation (FMCSR 393.82)</li> <li>- All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working. (FMCSR 393.9)</li> </ul>	<ul style="list-style-type: none"> <li>8. Brakes               <ul style="list-style-type: none"> <li>- Brake system has any missing, loose, broken, out of adjustment or worn out components.</li> <li>- Brake system has any air or fluid leaks. (FMCSR Appendix G, Sub. B)</li> <li>- Brake system has any other deficiencies as described in FMCSR Appendix G, Sub. B.</li> </ul> </li> </ul>
2. Seat Belts	<ul style="list-style-type: none"> <li>- Any driver's or right outboard seat belt, missing or inoperative. (FMCSR 393.93)</li> <li>- Passenger carrying have missing or inoperative seat belts in passenger seats, Buses excepted.</li> </ul>	<ul style="list-style-type: none"> <li>10. Springs &amp; Shocks               <ul style="list-style-type: none"> <li>- Any U-bolt, spring, spring hanger or any other axle positioning part is cracked, broken, loose or missing resulting in any shifting of an axle from it's normal position. (FMCSR Appendix G, Sub. B)</li> </ul> </li> </ul>
3. Glass & Mirrors	<ul style="list-style-type: none"> <li>- Any windshield crack over 1/4" wide.</li> <li>- Any damage 3/4" or greater in diameter.</li> <li>- Any 2 damaged areas are closer than 3" to each other.</li> <li>- Any crack less than 1/4" wide intersects with any other crack. (FMCSR 393.60)</li> <li>- Any crack or discoloration in the windshield area lying within the sweep of the wiper on either side of the windshield (FMCSR Appendix G, Sub. B)</li> <li>- 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's view of the highway to the rear along both sides of the vehicle. See Exceptions (FMCSR 393.80)</li> <li>- Any required mirror broken.</li> </ul>	<ul style="list-style-type: none"> <li>11. Exhaust               <ul style="list-style-type: none"> <li>- Any leaks at any point forward of or directly below the driver and/or sleeper compartment.</li> <li>- Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15' for other than Gasoline powered, or forward of any door or window designed to be opened on other than Gasoline powered bus. (Exception: emergency exit)</li> <li>- Any part of the exhaust system so located as would be likely to result in burning, charring, or damaging the wiring, fuel supply or any combustible part of the vehicle. (FMCSR Appendix G, Sub. B)</li> </ul> </li> </ul>
4. Wipers & Horn	<ul style="list-style-type: none"> <li>- Wiper blade(s) fail to clean windshield within 1" of windshield sides. (FMCSR 393.78)</li> <li>- Horn, missing, inoperative, or fails to give an adequate and reliable warning signal. (FMCSR 393.81)</li> </ul>	<ul style="list-style-type: none"> <li>12. Frame               <ul style="list-style-type: none"> <li>- Any cracked, broken, loose or sagging frame member.</li> <li>- Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body or frame to contact the tire or wheel assemblies.</li> <li>- Adjustable axle assemblies with locking pins missing or not engaged. (FMCSR Appendix G, Sub. B)</li> </ul> </li> </ul>
5. Engine Compartment	<ul style="list-style-type: none"> <li>- Low fluid levels</li> <li>- Loose or leaking battery</li> <li>- Excessive leaks</li> <li>- Cracked or deteriorated belts or hoses.</li> <li>- Any condition of impending or probable failure.</li> </ul>	<ul style="list-style-type: none"> <li>13. Tires &amp; Tread               <ul style="list-style-type: none"> <li>- Tread depth less than 4/32" on steering axle.</li> <li>- Less than 2/32" on any other axle.</li> <li>- Any body ply or belt material exposed through tread or sidewall.</li> </ul> </li> </ul>
6. Fuel System	<ul style="list-style-type: none"> <li>- Visible leak at any point.</li> <li>- Fuel tank cap missing.</li> <li>- Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets. (FMCSR Appendix G, Sub. B)</li> </ul>	<ul style="list-style-type: none"> <li>- Any tread or sidewall separation.</li> <li>- Any out exposing ply or belt material.</li> <li>- Any tire marked "Not for highway use".</li> <li>- A tube-type radial tire without radial tube stem markings.</li> <li>- Any mixing of bias and radial tires on the same axle.</li> <li>- Any tire not properly inflated or overloaded.</li> <li>- Any bus with recapped tires. (FMCSR Appendix G, Sub. B)</li> </ul>
7. Steering	<ul style="list-style-type: none"> <li>- Steering wheel does not turn freely, has any spokes cracked, loose spokes or missing parts.</li> <li>- Steering lash not within parameters, see chart, in FMCSR 393.209.</li> <li>- Steering column is not secure</li> <li>- Steering system; any U-joints worn, faulty or repaired by welding.</li> <li>- Steering gear box is loose, cracked or missing mounting bolts.</li> <li>- Pitman arm loose.</li> <li>- Power Steering; any components inoperative.</li> <li>- Any loose, broken or missing parts. Belts frayed, cracked or slipping.</li> <li>- Any fluid leaks, fluid reservoir not full. (FMCSR 393.209)</li> </ul>	<ul style="list-style-type: none"> <li>- Lock or slide rings; any bent, broken, cracked, improperly seated, sprung or mismatched ring(s).</li> <li>- Wheels and rims; any cracked or broken or has elongated bolt holes.</li> <li>- Fasteners (both spoke and disc wheels). Any loose, missing, broken, cracked, stripped or otherwise ineffective fasteners.</li> <li>- Any cracks in welds attaching disc wheel disc to rim.</li> <li>- Any crack in welds attaching tubeless demountable rim to adapter.</li> <li>- Any welded repair on aluminum wheel(s) on a steering axle or any welded repair other than disc to rim attachment on steel disc wheel(s) on steering axle. (FMCSR Appendix G, Sub. B)</li> </ul>

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**OBJECTIVE**

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

**RESPONSIBILITIES**Agency Administrator responsibilities:

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

Buying Team Leader responsibilities:

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

Incident Commander responsibilities:

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

Supply Unit Leader responsibilities:

- Order equipment and supplies; receive, store and maintain an inventory of supplies; and service non-NFES 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 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.

**DEFINITIONS**

Definitions used throughout this handbook are located in Appendix C - Glossary.

**PROPERTY MANAGEMENT PROGRAM PROCEDURES**

An effective incident property management program should include the following:

- Establishment of areas where property may be stored and protected.
- Designation of individuals to receive property and establishment of receipting procedures.
- Establishment of property identification and marking procedures for accountable and durable property purchased by the incident.
- Designation of individuals to issue property and establish property accountability controls.
- Establishment of property clearance and demobilization procedures. When delegated, these responsibilities must be delegated to individuals who are qualified to perform the duties.
- Establishment of procedures to ensure compliance with the principles of ethical conduct regarding waste, fraud, and abuse.

**Incident Base Security/Storage**

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

**Property Receipting Procedures**

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

From Government Sources of Supply:

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

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

- Government Charge Cards and Convenience Checks - Receipt of property and supplies purchased by these methods must be acknowledged by an original bill, sales slip, cash register tape, or

1 invoice. (Chapter 20 Acquisition Methods.) The charge card  
2 holder/convenience check writer is responsible for providing copies of  
3 sales slips, etc. to the incident agency. Use of government charge cards  
4 may be restricted by issuing agency or the incident agency for the  
5 purchase of accountable property. The cardholder must follow the  
6 more restrictive of their home agency or incident agency policy.

- 7
- 8 • Blanket Purchase Agreements/Charge Accounts - The incident agency  
9 may establish blanket purchase agreements or charge accounts for  
10 materials and supplies with local vendors. Sales slips or delivery  
11 tickets must include a legible signature by the individual receiving the  
12 merchandise.

### 13

### 14 **Identification**

### 15

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

19

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

23

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

29

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

36

37 Durable Property – Durable property includes those non-accountable items,  
38 which have a useful life expectancy greater than 1 incident, e.g., sleeping bags,  
39 water handling accessories, tents, headlamps, tools. This property may be  
40 marked with paint or etching to show GSA, FSS, or an agency-specific marking.

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

4  
5 Trackable Property – Items maintained by a cache that are tracked due to their  
6 dollar value, durability, and potential sensitive property classification will be  
7 engraved or tagged with a cache identification number. Trackable property does  
8 not meet the dollar threshold of accountable property.

### 10 **Property Accountability Controls**

11  
12 Property and supplies obtained from all sources of supply are under the control  
13 of the incident agency.

14  
15 Accountable Property List – The incident base must maintain a list of  
16 accountable property to ensure property control. This list must show serial  
17 numbers of accountable property and may include additional items deemed  
18 sensitive by the incident agency.

### 19 Issues, Transfers, and Returns

- 20  
21
- 22 • Issues to Personnel – The transfer of all durable and accountable  
23 property must be recorded at the time of issue. The Interagency  
24 Incident Waybill, OF-316 (Exhibit 33) or approved automated  
25 application may be used.
  - 26  
27 • Transfers Between Personnel – To transfer assigned property to another  
28 person on the incident, obtain and record the name of the individual to  
29 whom the property is being transferred, notify their supervisor, and give  
30 to the Supply Unit Leader.
  - 31  
32 • Transfers Between Crews – To transfer a large quantity of property  
33 between crews, the crew supervisor shall ensure an accurate accounting  
34 of property is made, names of individuals accepting the property are  
35 recorded, and notification of the transfer is given to the Supply Unit  
36 Leader.
  - 37  
38 • Transfers Between Incidents – When property is transferred directly  
39 from 1 incident to another, the Supply Unit Leader will document all  
40 items to be released. The documentation should consolidate groupings

1 of similar items, e.g., supplies, equipment, and must include the  
2 following:

- 3
- 4 ○ The National Fire Equipment System (NFES) number.
- 5 ○ Item Number.
- 6 ○ Quantity.
- 7 ○ Description.
- 8 ○ Property number, if the property is accountable or trackable.
- 9 ○ Receiving incident name, incident number, and resource  
10 order/request number.

- 11
- 12 • The Supply Unit Leader shall report the transfer(s) to the incident  
13 agency and to the servicing cache upon completion of the  
14 documentation. This process for cache items may be facilitated through  
15 an automated program with the cache system.
- 16
- 17 • The cache will credit the issuing incident for these items and assign  
18 them to the receiver. The Fire Loss/Use Tolerance Report will then  
19 reflect accurate numbers for both incidents. Three copies of the  
20 documentation are required for: the incident agency (Final Incident  
21 Package), the servicing cache, and the Supply Unit Leader's records.
- 22
- 23 • Returns from Personnel – Items returned by incident personnel are  
24 inspected and compared with the quantities recorded on the original  
25 waybill document. Shortages or damages must be noted in the Remarks  
26 section on the receipt form.

27

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

32

33 Damage/Loss – The individual responsible for or assigned the property is  
34 responsible to document loss or damage on the Property Loss or Damage Report,  
35 OF-289 (Exhibit 35 or available electronically at [www.gsa.gov](http://www.gsa.gov)) or appropriate  
36 incident or home unit form(s). The individual, supervisor, and witness document  
37 facts and circumstances on the form. The Incident Commander or Logistics  
38 Section Chief shall review, sign, and take any follow-up action. All reports of  
39 loss or damage must be submitted to the incident agency.

- 1 • Government Equipment – The home unit normally adjudicates  
2 government equipment damage/loss reports to ensure the correct  
3 accounting code is charged.  
4
- 5 • Government Property – The incident agency should limit replacement  
6 to those items that are consumed, lost, damaged or rendered  
7 unserviceable on the incident. These items can be replaced at the  
8 incident or the incident can approve an Incident Replacement  
9 Requisition, OF-315 (Exhibit 34) for replacement of items by a cache  
10 or at the home unit.  
11

12 Caches may only process requests for NFES items. Requests for non-  
13 NFES items should be requested on a separate incident replacement  
14 requisition to be processed by the home unit.  
15

16 IMTs or other incident personnel (e.g., IBA) may authorize replacement  
17 of non-NFES or non-standard cache items if delegated authority by the  
18 incident agency. If no delegation exists documentation is provided to  
19 the incident agency for review and determination. Written  
20 documentation is provided to the home unit, authorizing replacement of  
21 government property items that have been destroyed or rendered  
22 otherwise unserviceable while being used on the incident.  
23

24 Replacement of non-standard items not procured through mandatory  
25 sources of supply (Chapter 20) may be authorized up to a dollar limit  
26 identified through these sources; costs beyond this amount should be  
27 covered by home unit program dollars. Prototype equipment will not  
28 be replaced with suppression funds. The incident agency may require  
29 the damaged property be turned in before replacement is authorized.  
30

31 Property numbered items must be carefully tracked and property  
32 records documented.  
33

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

- Employee Owned Property – Employee claims from regular federal government employees and federal casualties are covered under the Military Personnel and Civilian Employees Claims Act. (Chapter 70). Claims from state and local government employees are covered under applicable state regulations.

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

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

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

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

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

### **Clearance and Demobilization Procedures**

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

Return of Property – After checking in property (accountable and durable), property management personnel shall inspect all property. If property is damaged to the extent it is not economical to repair, a record must be made of the items, quantities, serial numbers, and agency property numbers. Return all



1 property and supplies to the appropriate locations using an Interagency Incident  
2 Waybill, OF-316, or an approved incident document.

3  
4 Clearance – Logistics and Finance/Administration Sections shall coordinate  
5 during demobilization to ensure property is returned. An individual's final time  
6 report must not be processed until clearance is obtained from the Logistics  
7 Section Chief. If a regular government employee or cooperator is to be held  
8 liable for property loss, the Finance/Administration Section will submit the  
9 appropriate incident agency Property Loss or Damage form(s), OF-289 to the  
10 incident agency for submission to employee's or cooperator's home unit. A  
11 casuals deduction will be made on the Emergency Firefighter Time Report, OF-  
12 288. A contractor's deductions will be made on the Emergency Equipment Use  
13 Invoice, OF-286 or other established payment document.

14  
15 All Other Property Records – All other property records, such as receipts and  
16 issues, must be forwarded to the incident agency for necessary action.

#### 17 18 **RECYCLING AT INCIDENT BASE**

19  
20 Federal Executive Order No. 12873 requires federal agencies to promote cost-  
21 effective waste reduction and recycling of reusable materials for wastes  
22 generated by federal government activities. Public Law 103-329, (H.R. 4539),  
23 Sec. 608 authorizes all federal agencies to receive and use funds resulting from  
24 the sale of materials recovered through recycling or waste prevention programs.

25  
26 Recycling at incident base requires coordination with the incident agency. The  
27 incident agency provides information on recycling procedures and requirements  
28 to the IMT at the Agency Administrator briefing.

29  
30 The Logistics Section will manage incident recycling. Incident agency recycling  
31 guidelines should provide details for collecting and storing of material, and  
32 arranging for pickup and disposition.

33  
34 Initiating recycling could include the following steps:

- 35  
36
- 37 • Determine if recycling is an option - Coordinate with the incident  
38 agency and use established agreements or contracts to the extent  
39 possible as well as contact the servicing cache for their capability of  
40 supporting re-cycling.
  - 41 • Identify what items can be recycled and how they will be disposed - If  
the incident agency does not have a program in place, check to see if

1 collection services are available locally. Items may be separated for  
2 pick up by local charitable organizations. A disposition plan for  
3 recycling materials should include collection points and disposition.  
4

- 5 • Demobilization - The Logistics Section will coordinate with the  
6 incident agency to ensure all recyclable material is disposed of  
7 properly.  
8

## 9 **EXHIBITS**

- 10
- 11 • Exhibit 33 – Interagency Incident Waybill (OF-316) and Incident  
12 Waybill
- 13 • Exhibit 34 - Incident Replacement Requisition (OF-315)
- 14 • Exhibit 35 – Property Loss or Damage Report (OF-289)

EXHIBIT 33  
INTERAGENCY INCIDENT WAYBILL, OF-316

Date	Time	<b>INTERAGENCY INCIDENT WAYBILL</b>			Page 1 of _____
Ship 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					
Proper Shipping Name		Hazard Class	Identification Number	Packing Group	Total Quantity
<p>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.</p>					
Signature of Shipper				Emergency Response Phone Number	
Item #	NFES #	Quantity	U/I	Item Description	Property Number
Received by (signature)		Position Title		Date/Time	

7540-01-475-4307

OPTIONAL FORM 316 (4-2000)



COPY 1 SHIPPER

50316-101

EXHIBIT 33 – Continued**Interagency Incident Waybill Instructions**

The completion of this form: 1. insures that hazardous materials shipments are listed in the required format.  
2. documents the return of supplies from an incident.

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

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

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

Incident Name: Name of the incident.

Incident number: Do not forget the state identifier.

Accounting/Management Code: Enter Original numbers assigned, P number and BLM charge codes.

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

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

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

ETD: Estimated time of departure from "Ship From" location.

ETA: Estimated time of arrival to "Ship To" location.

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

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

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

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

Item #: Incident use to identify a specific line item.

NFES #: National Fire Equipment System assigned number.

Qty: Quantity

U/I: Unit of issue

Item description: name of the item.

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

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

OPTIONAL FORM 316 (4-2000) BACK

EXHIBIT 33 – Continued

INTERAGENCY INCIDENT WAYBILL, Continuation Page \_\_\_\_\_ of \_\_\_\_\_ (Void if OF-316 page is not attached)

ITEM #	NFES #	QUANTITY	U/I	ITEM DESCRIPTION	PROPERTY NUMBR
Received By (signature)			Position Title		Date/Time

7540-01-475-4306

OPTIONAL FORM



COPY 1 – SHIPPER

EXHIBIT 33 – Continued

**INCIDENT WAYBILL**

Vendor's Name: \_\_\_\_\_ Incident Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Incident Number: \_\_\_\_\_

Ordered By: \_\_\_\_\_ Relayed To: \_\_\_\_\_ Accounting Code: \_\_\_\_\_

Address: \_\_\_\_\_ Date & Time Needed: \_\_\_\_\_

\_\_\_\_\_ Delivery Location: \_\_\_\_\_

Form of Payment:  Purchase Card  
 Check  BPA

Special Instructions:

Resource Order No.	Quantity	Description	Cost

**Please Return Original WAYBILL & SUPPORTING RECEIPTS to the BUYING TEAM**

◀ US GOVERNMENT IS TAX-EXEMPT ▶

Buying Team Signature \_\_\_\_\_ Date Assigned \_\_\_\_\_ Time \_\_\_\_\_  
 Runner's Signature \_\_\_\_\_ Date Received \_\_\_\_\_ Time \_\_\_\_\_  
 Transportation Signature \_\_\_\_\_ Date Received \_\_\_\_\_ Time \_\_\_\_\_  
 Supply Leader Signature \_\_\_\_\_ Date Received \_\_\_\_\_ Time \_\_\_\_\_

Buying Team • White                      Camp Copy • Yellow                      Transportation Copy • Pink



EXHIBIT 34 - Continued  
INSTRUCTIONS FOR INCIDENT REPLACEMENT REQUISITION

**TYPE I OR TYPE II INCIDENTS**

The incident Supply Unit Leader (SPUL) will be responsible for handling incident replacement requisitions when a Type I or Type II incident management team is assigned. The SPUL approves replacement requests based on Engine Accountability sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

- If equipment and supplies are available at the incident for replacement, the request is filled at the incident supply unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is not being immediately demobilized, the Supply Unit will place a resource order for needed items through appropriate channels to the servicing fire cache. The order will be shipped to the incident and replacement will take place at the Supply Unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an Incident Replacement Requisition will be completed by the Supply Unit and forwarded to the geographic area cache.

All national geographic area caches will accept Incident Replacement Requisitions.

Authorized approvals and signatures **MUST** be included on the requisition. For Type I and II incidents, these approvals are limited to: Incident Supply Unit Leader, Logistics Section Chief, Support Branch Director, Incident Commander or Agency Administrator or Representative.



EXHIBIT 34 – ContinuedINSTRUCTIONS FOR INCIDENT REPLACEMENT REQUISITION**TYPE III OR TYPE IV INCIDENTS**

The hosting unit agency administrator or representative, such as the Fire Management Officer, will be responsible for handling incident replacement requisitions on Type III and IV incidents. The agency representative approves replacement requests based on Engine Accountability sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

- If equipment and supplies are available at the incident for replacement, the request is filled at the incident host unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is not being immediately demobilized, the hosting unit will place a resource order for needed items through appropriate channels to the servicing fire cache. The order will be shipped to the incident and replacement will take place at the host unit.
- If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an Incident Replacement Requisition will be completed by the host unit and forwarded to the geographic area cache.
- All national geographic area caches will accept Incident Replacement Requisitions.
- Type III and IV incident approvals are limited to the Agency Administrator or Representative (i.e., Fire Management Officer).

Replacement orders must be processed within 30 days of control of the incident.

The incident's servicing cache may forward completed requisitions to the requesting unit's geographic area cache for processing.

If a cache is unable to fill the request (i.e., does not stock item), the cache will forward request to the closest cache that does stock the item for processing.

EXHIBIT 34 – Continued

INCIDENT REPLACEMENT REQUISITION, Continuation Page _____ of _____				
REQUEST NUMBER	NFES NUMBER	QUANTITY	U/I	ITEM DESCRIPTION
Received By (signature)			Position Title	Date/Time

NSN 7540-01-475-0707

COPY 1 – ORIGINAL CACHE

OPTIONAL FORM 315A (4/2000)

EXHIBIT 35  
PROPERTY LOSS OR DAMAGE REPORT, OF-289

PROPERTY LOSS OR DAMAGE REPORT Fire Suppression		1. CREW NAME OR NO.	2. ID NO. (FORM of-288, Emerg. Firefighter Time Report)
		3. ISSUED TO (Name and Address)	
4. ISSUING OFFICE OR CAMP			
5. FIRE NAME	6. FIRE NO.	7. TYPE EMPLOYEE (Mark one with "X")	
		<input type="checkbox"/> Regular Gov't <input type="checkbox"/> Casual Firefighter <input type="checkbox"/> Other	
8. DESCRIPTION OF PROPERTY LOST OR DAMAGED (Include Property No., if applicable)		QUANTITY	
a.			
b.			
c.			
9. Employee report on circumstances of loss or damage to property listed:			
10. SIGNATURE		11. DATE	
12. Witness report:			
13. SIGNATURE		14. DATE	
15. Fire Boss or Property Control Officer comments regarding loss or damage:			
16. SIGNATURE		17. TITLE	18. DATE
NSN 7540-01-124-7634		OPTIONAL FORM 289 (9-81) USDA/USDI 50289-101	

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**OBJECTIVE**

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

**RESPONSIBILITIES**

Incident Agency responsibilities:

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

Incident Management Team (IMT) responsibilities:

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

**DEFINITIONS**

Definitions used throughout this handbook are located in Appendix C - Glossary.

**INCIDENT AGENCY COORDINATION**

The incident agency should prepare an IMT briefing package addressing agency requirements in advance of the incident to facilitate the exchange of information during the initial briefing. The Agency Administrator may designate an Administrative Representative to monitor business management activities through visits to the incident site and support sites. Information on the Agency Administrators incident business management responsibilities can be found at: <http://www.nwcg.gov/teams/ibpwt/instructional.html>.

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

- 1            • Identification of the Incident Business Advisor (IBA) or other agency  
2 personnel with administrative/fiscal oversight responsibilities. The  
3 IBA works under the direct supervision of the Agency Administrator  
4 and in coordination with the IMT. The primary duty of the IBA is to  
5 provide the Agency Administrator or their delegate with an overview  
6 of incident management business practices, make recommendations for  
7 improvements, and facilitate communication with the IMT and other  
8 resources assigned in support of the incident. An IBA Field Reference  
9 can be found on the NWCG Incident Business Committee web page  
10 found at: <http://www.nwcg.gov/branches/pre/ibc/index.htm>  
11
- 12            • Names with office and cell phone numbers of incident agency contacts  
13 for each function (Compensation/Claim, Time, Commissary,  
14 Procurement, Property, and Cost). These contacts should be prepared  
15 to meet with IMT members to discuss agency specific policies and  
16 procedures. Written policy and procedures should be made available  
17 to the IMT.  
18
- 19            • Availability of, or need for, acquisition and fiscal support, e.g., buying  
20 team, administrative payment team, and the requirements of each.  
21
- 22            • Written guidelines regarding final incident package requirements and  
23 performance standards. Incident Finance Package (IFP) requirements  
24 should be provided to the IMT at the initial briefing to establish the  
25 documentation process for the incident. IFP guidelines can be found in  
26 the exhibits at the end of the chapter. These guidelines should be  
27 supplemented to meet the specific needs of the incident agency.  
28
- 29            Incident management records policy and guidance can be found at  
30 [www.nwcg.gov/policies/records/index.html](http://www.nwcg.gov/policies/records/index.html).  
31
- 32            • Any other agency specific issues, requirements, or information such as:  
33
- 34            ○ Potential claim areas
  - 35            ○ Cooperative and/or mutual aid agreements and contacts
  - 36            ○ Cost share criteria
  - 37            ○ Payment procedures
  - 38            ○ Military operations
  - 39            ○ Use of National Guard
  - 40            ○ Service and Supply Plan (Chapter 20)
  - 41            ○ Property Management Guidelines (Chapter 30)

- 1                    ○ Geographic Area Supplement, e.g., equipment rates, AD
- 2                    exception positions
- 3                    ○ Recycling (Chapter 30)
- 4                    ○ Incident records documentation (Reference
- 5                    [www.nwcg.gov/policies/records/index.html](http://www.nwcg.gov/policies/records/index.html) )
- 6                    ○ Local cache items available, e.g., fax machines, coolers,
- 7                    chairs, phones
- 8                    ○ Procedures and requirements for uploading the I-Suite
- 9                    database to the National Data Repository
- 10                   <http://isuite.nwcg.gov>)
- 11                   ○ Delegation of Administratively Determined (casual) hiring
- 12                   authority, if appropriate.
- 13
- 14                   ● Release of incident management team. The Agency Administrator
- 15                   should consider the business management requirements of the incident
- 16                   when determining the release of the IMT. The Administrative
- 17                   Representative will coordinate a close-out session with the
- 18                   Finance/Administration Section, at which time the IFP will be
- 19                   reviewed.
- 20

**INCIDENT MANAGEMENT TEAM (IMT) COORDINATION**

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

26  
27 The IMT is responsible for adequate documentation of all actions taken in  
28 relation to business management, resolving problems and issues as they occur,  
29 and providing the incident agency with an IFP that will facilitate payments,  
30 processing of claims, and resolving outstanding problems. The IFP is a separate  
31 and distinct package from the incident records maintained by the Planning  
32 Section. The incident agency may require a close-out report be provided by  
33 functional area. This report usually provides summarized information by  
34 function, e.g., cost saving measures identified and/or implemented by the IMT  
35 for use by the incident agency after the IMT is released and the incident is  
36 completed.

37  
38 Submission of the IFP in accordance with established guidelines is required  
39 prior to release of the IMT.

1    The IMT provides the Administrative Representative with a list of  
2    Finance/Administration and Logistics Section members' home unit addresses  
3    and telephone numbers.  
4

5    The Finance/Administration Section attends a close-out session scheduled by the  
6    Administrative Representative to review the IFP. This meeting is in addition to  
7    the IMT close-out.  
8

9    If the IMT is being released prior to the end of the incident, the relief  
10   Finance/Administration Section, the Administrative Representative, and the  
11   departing Finance/Administration Section participate in a transition briefing.  
12   The outgoing IMT is responsible to ensure that all documentation, including  
13   payment packages, decision documents, and contractor performance evaluations,  
14   are complete prior to transfer of command per incident agency requirements.  
15

#### **BUYING TEAM COORDINATION**

17  
18   Buying teams are ordered by the incident agency and report to the Agency  
19   Administrator or other designated incident agency personnel. Buying teams  
20   work with the local administrative staff to support the incident acquisition effort.  
21

22   The geographic area determines the composition of buying teams used  
23   internally. Each geographic area shall train and provide a minimum of one  
24   buying team for national dispatch. (Reference the National Interagency  
25   Mobilization Guide)  
26

27   The buying team leader coordinates with the incident agency, expanded dispatch  
28   and the IMT, to ensure goods and services are purchased in accordance with  
29   incident agency policy and maintains proper documentation in accordance with  
30   the National Buying Team Guide (PMS 315) and incident agency requirements.  
31   Buying Teams maintain a log and report the purchase of accountable property to  
32   the incident agency.  
33

34   Buying teams should not be utilized as "de facto" payment teams. Incident  
35   agencies should order an Administrative Payment Team if the incident situation  
36   warrants.



**ADMINISTRATIVE PAYMENT TEAM (APT) COORDINATION**

1  
2  
3 APTs are ordered by the incident agency and report to the Agency Administrator  
4 or other designated incident agency personnel. APTs work with the local  
5 administrative staff to expedite incident payments. An APT should only be  
6 ordered when the length of the incident is of a long duration and/or the incident  
7 agency does not have the resources to process payments within prompt payment  
8 timeframes.

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

15  
16 The APT communicates payment package, audit, and processing requirements  
17 to the FSC, buying team, and incident agency administrative staff.

18  
19 APTs utilize a Contracting Officer for interpreting contracts and agreements  
20 while processing incident payments. If the composition of the APT does not  
21 include a Contracting Officer, the incident agency may provide one if necessary.  
22

**INCIDENT INFORMATION TECHNOLOGY COORDINATION**

23  
24  
25 Computer systems include desktop computers, laptop computers, thin client  
26 computers, and peripherals used in either a network or standalone environment  
27 that supports an incident at the Incident Command Post (ICP) and the remote  
28 sites managed by the ICP.

29  
30 It is the responsibility of the Computer Technical Specialist (CTSP) or the  
31 person filling the incident information technology role to adhere to agency  
32 policy regarding incident security standards. Incident agencies may provide  
33 additional information technology (IT) direction in written form to IMTs to  
34 further define security policies and standards in order to maintain IT security  
35 controls at the incident site, meet operational requirements to support the  
36 incident, and protect the confidentiality, integrity and availability of electronic  
37 data. In addition to incident security standards, individuals will adhere to their  
38 home unit IT policies on equipment provided by their agency. Standard  
39 practices need to include, but are not limited to: prohibited password sharing,  
40 prohibiting unauthorized use of computer systems, adhering to the proper use of  
41 the internet. All users of the incident computer system will be held accountable

1    for any unauthorized or inappropriate activity that occurs on a computer under  
2    their login credentials.

3  
4    Only authorized computer systems should be taken to an incident. Computer  
5    systems may be connected to an incident agency in a controlled and negotiated  
6    manner. Once a computer system is released from the incident, it should only be  
7    reconnected to the home unit corporate network after meeting home unit agency  
8    security standard requirements. Leased or rented systems must have the hard  
9    drives completely sanitized of all data using write-over technology before it is  
10   returned to the vendor. It is the responsibility of the CTSP to determine what  
11   computers are added to the incident network.

12  
13   When I-Suite is used on an incident the IMT is required to upload the I-Suite  
14   database to the National Data Repository (Reference instructions at  
15   <http://isuite.nwcg.gov>) and provide an electronic version to the incident agency  
16   in the final incident package with the necessary passwords. The incident agency  
17   maintains this copy as the official database. IMT members and incident  
18   personnel will not take any database copies with them when leaving the  
19   incident. The Agency Administrator is responsible to ensure the IMT has  
20   complied with this requirement prior to release of the team.

21  
22   **OTHER TEAM COORDINATION**

23  
24   During the course of the incident, the incident agency may utilize special teams,  
25   e.g., Burned Area Emergency Response (BAER), Prevention, Cost Review, Cost  
26   Apportionment Team, Fire and Aviation Safety (FAST), Investigation, etc. The  
27   Agency Administrator or their designee coordinates with the IMT and support  
28   units to assist in meeting the objectives of the special teams. Reference  
29   appropriate agency/interagency handbook for specific team responsibilities and  
30   expectations, e.g., BAER Handbook.

31  
32   **EXHIBITS**

- 33  
34   • Exhibit 36 – Time Unit Incident Finance Package  
35   • Exhibit 37 – Commissary Unit Incident Finance Package Guidelines  
36   • Exhibit 38 – Compensation for Injury Unit Incident Finance Package  
37   Guidelines  
38   • Exhibit 39 – Claims Unit Incident Finance Package Guidelines  
39   • Exhibit 40 – Procurement Unit Incident Finance Package Guidelines  
40   • Exhibit 41 – Cost Unit Incident Finance Package Guidelines

EXHIBIT 36

TIME UNIT INCIDENT FINANCE PACKAGE GUIDELINES

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

- Written narrative summarizing actions, and decisions of the Time Unit Leader including documentation of outstanding items, unresolved issues, and problems. Provide recommendations for resolution.
- Logs: Originals of all logs, e.g., excess hour log, operational period logs.
- Documentation of excess hours worked and approved by the Incident Commander.
- Emergency Firefighter Time Reports, OF-288.

Attach CTRs to OF-288s.

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.

EXHIBIT 37

COMMISSARY UNIT 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).
4. Contractor-Provided Commissary:
  - a. File vendor invoices and supporting documentation, including commissary issue copies with posting verification, by date/operational period. Include a copy of the commissary operating plan. Complete all required invoices and payment documents according to the terms of the contract.
  - b. Written evaluation of contractor's performance as stated in the contract.

EXHIBIT 38

COMPENSATION FOR INJURY 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 Injury Compensation Specialist or Compensation Claims Unit Leader without including any Privacy Act protected information. Examples of information for the narrative include: statistical information re: number of claims filed, number of medical authorizations issued, 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.

EXHIBIT 39

CLAIMS UNIT INCIDENT FINANCE PACKAGE GUIDELINES

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

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

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

EXHIBIT 40 – Continued

- 1  
2  
3 Original documentation is submitted to the payment office designated on  
4 the contract/agreement. If a payment office is not designated on the  
5 contract/agreement, the jurisdictional agency is responsible for processing  
6 payment. Retain a complete copy of all documentation for the IFP.  
7  
8 3. Documentation of all Land-Use and other agreements has been entered  
9 into by the IMT. Documentation shall include:  
10  
11 a. Original agreement  
12  
13 b. Pre-use and final inspection  
14  
15 c. Release from Liability, if applicable  
16  
17 d. Pictures, statements, etc.  
18  
19 e. Identify follow-up needed and provide recommendation for resolution  
20  
21 4. Documentation of all purchases made by the incident personnel, e.g.,  
22 agency charge card or convenience check purchases.



EXHIBIT 41

COST UNIT INCIDENT FINANCE PACKAGE GUIDELINES

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

1. Written narrative documenting actions and decisions of the Cost Unit Leader.
2. Written documentation on all outstanding items, unresolved issues, problems, etc. Include recommendations for resolution.
3. Original Cost Log showing daily cost estimate by major categories (Personnel, Equipment, Aircraft, etc.).
4. Original Daily Cost Estimates with supporting documentation. Sort chronologically.
5. Originals of cost analysis/projections and cost savings measures.
6. Copies of accrual reports submitted to the incident agency, if applicable.
7. Other documentation including computer-generated reports, graphs, and printouts.
8. Copies of cost share agreements.
9. Cost projections as appropriate.

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**OBJECTIVE**

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

**RESPONSIBILITIES**Incident agency responsibilities:

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

Incident Management Team (IMT) responsibilities:

- Ensure the terms and conditions of agreements and operating plans are adhered to, e.g., appropriately managing and utilizing equipment, personnel, supplies, and documenting costs.

Finance/Administration Section Chief (FSC) responsibilities:

- Know the provisions in the agreements have a bearing on incident business management and related record keeping.

**DEFINITIONS**

Definitions used throughout this handbook are located in Appendix C - Glossary.

**FORMAL AGREEMENTS**

Formal agreements include any written document between the responsible agency and any other federal bureau or agency; state government agency; tribes; governing official or governing board of a unit of local government or agency of

1 local government; or any organization, public or private; with authority to  
2 commit itself, setting forth a policy covering respective or mutual  
3 responsibilities with respect to mutual goals and the manner in which such  
4 responsibilities shall be carried out.

### 6 **Agreements Between U.S. Government Agencies**

7  
8 The requesting or lead agency is responsible to distribute copies, as necessary,  
9 or provide copies of nationwide agreements, e.g., Air Traffic Services Support  
10 and Meteorological Services, to the National Interagency Coordination Center  
11 (NICC) for inclusion in the National Interagency Mobilization Guide, or other  
12 appropriate distribution method.

### 14 **Executive Agency or Departmental Level**

15  
16 These agreements require statutory authority and are between or among  
17 executive agencies or departments; for example, United States Department of  
18 Agriculture, United States Department of the Interior, or the United States  
19 Department of Defense.

20  
21 The interagency agreement between the United States Department of the  
22 Interior, Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA),  
23 National Park Service (NPS), Fish and Wildlife Service (FWS), and the United  
24 States Department of Agriculture, Forest Service (FS), provides the basis for  
25 cooperation between and among the agencies on all aspects of wildland fire  
26 management and in all-hazards emergency response function activities as  
27 requested and authorized under the Robert T. Stafford Disaster Relief &  
28 Emergency Assistance Act. The interagency agreement facilitates the exchange  
29 of personnel, equipment (including aircraft), supplies, services, and funds  
30 among the federal agencies. A copy of this agreement can be found in Chapter  
31 40 of the National Interagency Mobilization Guide.

32  
33 **Bureau Level** - These are agreements between or among principal sub-units of  
34 executive agencies or departments, for example, BLM, FS, BIA, NPS, or FWS.

35  
36 **Area Level** - These are agreements between or among regions, areas, or other  
37 major geographical subdivisions of federal bureaus.

38  
39 **Local Level** - These are agreements between or among forests, districts, parks,  
40 reservations, refuges, etc.

**Agreements with Tribes**

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

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

**Agreements between Federal and State Fire Organizations**

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

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

**Agreements with Other Government Entities**

These are agreements with local governments. Foreign government agreements are completed at the national level and require specific authority.

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

The authority, guidelines, and process for entering into a cost share agreement are outlined in the agreement between the affected parties. The FSC should

1 review the agreement and any related operating plan for direction applicable to  
2 the specific cooperators (Chapter 80).

## 3 4 **STATE FIRE MANAGEMENT ASSISTANCE**

### 5 6 **Authority**

7  
8 Section 420 of the Stafford Act authorizes the President to provide assistance  
9 through the Fire Management Assistance Grant Program (FMAG) to any state  
10 for the suppression of fire on publicly or privately-owned forest or grassland,  
11 when the state determines the fire meets the criteria of the FMAG program and  
12 submits for FEMA determination of reimbursement. FEMA is delegated the  
13 authority to administer this program. Assistance for qualifying incidents is  
14 provided in the form of reimbursements in accordance with the FEMA-State  
15 Agreement.

### 16 17 **Process**

18  
19 For administering the program, the FEMA Regional Director obtains technical  
20 advice and assistance from a designated individual referred to as a Principal  
21 Advisor. The Principal Advisor is a representative from either the FS or the  
22 BLM.

23  
24 In cases where a state has requested reimbursement of eligible fire management  
25 assistance costs from FEMA, incident management personnel may be asked to  
26 help state personnel or the Principal Advisor obtain information to support the  
27 states reimbursement claim request. FEMA uses a comprehensive set of criteria  
28 to determine whether wildland fire costs meet the eligibility requirements and  
29 the intent of the Stafford Act, and are eligible for reimbursement.

30  
31 Should an incident be declared eligible for FEMA assistance, the state, the  
32 Principal Advisor, and the IMT work together to ensure existing agreements and  
33 cost accounting procedures are adequate to provide a clear, supportable record  
34 of the state's share of incident costs. In most cases, the costs need to be  
35 identified by operational period.

36  
37 FEMA Fire Management Assistance will be provided only for the eligible  
38 incident period identified as meeting the criteria of a threat under the definitions  
39 of the Act and the Fire Management Assistance Grant. Based upon information  
40 provided during or after the incident, FEMA determines the eligible incident  
41 period. The beginning of the incident period may vary but it generally ends

1 once the fire is controlled and the imminent threat of a major disaster no longer  
2 exists.

3 Detailed fiscal records are essential to identify and substantiate the state  
4 expenditures that are eligible for reimbursement under the intent of the Fire  
5 Management Assistance Grant.

6  
7 IMTs should consider the following:

- 8  
9 • If a state agency is the protecting or responsible agency for lands  
10 involved or threatened by the fire, ask the state officials whether a  
11 request for FEMA fire management assistance has been made or is  
12 contemplated.
- 13  
14 • If the answer is “yes”, the Incident Commander and the FSC should  
15 meet with the state officials and the Principal Advisor to establish the  
16 cost accounting requirements and documentation required to meet the  
17 needs of the state under their agreement with FEMA.
- 18  
19 • Request copies of all cooperative fire agreements between the state and  
20 their local and federal cooperators, as well as any cost share  
21 agreements.
- 22  
23 • Make sure all pay documents include the specific incident order and  
24 request number(s). FEMA will look for this cross reference when  
25 auditing the incident records for reimbursements.

## 26 27 **MILITARY INVOLVEMENT**

### 28 29 **Authority**

30  
31 The Interagency Agreement between United States Department of Defense  
32 (DoD) and United States Departments of Agriculture and Interior is published in  
33 the National Interagency Mobilization Guide, Chapter 40, Cooperation. The  
34 information contained in the National Interagency Mobilization Guide and the  
35 Military Use Handbook provides the responsibilities, policies, and operational  
36 procedures regarding the military’s support to the wildland fire management  
37 agencies, which includes request and use of their qualified civilian employees.

1 **Responsibility**

2  
3 The protocols for activating the military in support of fire emergencies occurring  
4 within the continental United States are provided in the Military Use Handbook.  
5 The direction contained in Chapter 10 and Chapter 20 provides the necessary  
6 information on the deployment and operational use of military resources.  
7 Chapter 100 provides incident business management guidelines and procedures.  
8

9 The Military Use Handbook provides detailed information regarding agency  
10 personnel support staff interface with the military organization.  
11

12 **Modular Airborne Fire Fighting System (MAFFS)**

13  
14 The protocols for activating and utilizing the Modular Airborne Fire Fighting  
15 System (MAFFS) for airtanker support during an emergency are outlined in the  
16 National Interagency Mobilization Guide, Administrative Procedures.  
17

18 **Military Costs and Billings**

19  
20 Obtain reimbursable military costs from the onsite military Officer-in-Charge  
21 and include in the remarks block on the Incident Status Summary, ICS-209. The  
22 DoD will be reimbursed for all their costs associated with incident support.  
23 Reference the appropriate agreement and the Military Use Handbook for  
24 reimbursement criteria.



1 This chapter has been removed from the Interagency Incident Business  
2 Management Handbook. For accident investigation and reporting requirements,  
3 please coordinate with the incident Safety Officer and reference agency specific  
4 policy. For federal agencies see the Interagency Standards for Fire and Fire  
5 Aviation Operations (Red Book) or the Wildland Fire and Aviation Program  
6 Management and Operations Guide (Blue Book – BIA).  
7  
8 For injury reporting requirements reference Chapter 15.  
9  
10 For the Motor Vehicle Accident Report form, SF-91 and the Statement of  
11 Witness form, SF-94 reference Chapter 70.

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**OBJECTIVE**

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

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

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

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

**AUTHORITIES**

Claims may be processed under authority of the following:

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

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

Non-Tort Act of May 27, 1930 (Property Damage) (16 USC 574) – This Act authorizes the Secretary of Agriculture to reimburse private property owners for damage or destruction caused by United States employees in connection with the protection, administration, and improvement of the National Forest. The Act provides a maximum amount payable of \$2,500. This statute provides relief

1 only when the United States inflicts damage on others in protecting,  
2 administering, or improving the National Forest. It is not intended to pay for  
3 damages incident to actions taken primarily to meet the needs of the private  
4 owner in relief from the same threat or situation facing government property,  
5 e.g., extinguishing fires which threaten private property. In order to apply this  
6 Act, there must be no negligence on the part of the federal government and  
7 damage cannot be due to the sole protection of private property. If either of  
8 these 2 conditions exist, the claim cannot be allowed under this Act and must be  
9 considered under the Federal Tort Claims Act. Only appropriately designated  
10 officials have authority to settle claims under this Act.

11  
12 Military Personnel and Civilian Employees Claims Act (31 USC 3721.) –  
13 Federal regular government employees, volunteers, and casuals may file claims  
14 for loss of or damage to personal property, provided possession of the property  
15 was reasonable, useful, and proper under the circumstances, and the loss or  
16 damage occurred incident to the individuals service. Normally, Human  
17 Resource Program enrollees, contractors or employees of contractors, employees  
18 of cooperators, state employees or inmates assigned to incidents are not covered  
19 under this Act. Interagency agreements should provide that each agency process  
20 claims of its own personnel. Only specific individuals have the authority to  
21 settle claims under this Act.

22  
23 State Authorities – State procedures regarding claims resolution vary. Contact  
24 appropriate state representative for specific guidance and documentation  
25 requirements.

## 26 27 **RESPONSIBILITIES**

28  
29 Agency Administrator responsibilities:

- 30
- 31 • Ensure procedures outlined in this handbook are implemented and  
32 followed.
  - 33
  - 34 • Provide an incident agency claims contact for the Compensation/Claims  
35 Unit Leader.
  - 36
  - 37 • Provide incident agency guidelines and/or procedures for investigating  
38 and processing claims.
  - 39
  - 40 • Notify the incident agency's legal counsel or other officials as  
41 appropriate.

- Submit claims from incident personnel based on agency procedures.

Incident Commander responsibilities:

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

Finance/Administration Section Chief responsibilities:

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

Compensation/Claims Unit Leader responsibilities:

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

Incident personnel responsibilities:

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

1 Supervisor’s responsibilities:

- 2
- 3 • Report the accident or incident to both the Safety Officer and the
- 4 Finance/Administration Section Chief.

5

6 Safety Officer responsibilities:

- 7
- 8 • Coordinate investigations.

9

10 Contracting officer’s responsibilities:

- 11
- 12 • Settle contract claims within their authority and in conjunction with
- 13 incident agency policy.

14

15 Claimant’s responsibilities:

- 16
- 17 • Comply with established incident agency and home unit policies and
- 18 procedures in filing claims.

19

20 **DEFINITIONS**

21

22 Definitions used throughout this handbook are contained in Appendix C -

23 Glossary.

24

25 Claim – A written demand for a specific amount of money or other objects of

26 value, other than ordinary obligations incurred for services, supplies, or things.

27

28 Claimant – An individual, partnership, association, corporation, country, the

29 federal government, state, or other political subdivision asserting a right,

30 demand, or claim against another entity.

31

32 Contract – Any written agreement giving one party a right, a service, or a

33 commodity in exchange for a right, a service, or a commodity. Contracts include

34 land use permits, purchase orders, equipment rental agreements, leases, etc.

35

36 Government Vehicle – A vehicle owned by, on loan to, leased or rented by the

37 government.

38

39 Negligence – Failure to exercise a degree of care, which a careful and prudent

40 (reasonable) person would exercise under similar circumstances.

1 Solicitor/Office of the General Counsel – Legal counsel to the Department of the  
2 Interior and the Department of Agriculture, respectively. Legal counsel is solely  
3 authorized to determine and settle tort claims.

4  
5 Tort – A private or civil wrong or injury, inflicted or caused by a negligent or  
6 wrongful act or omission, giving the person who suffers from the wrong a right  
7 of action for damages. It is also defined as a breach of legal duty not imposed by  
8 contract.

## 10 CLAIMS INVESTIGATIONS

11  
12 All accidents, incidents or property damage which may result in a claim for or  
13 against the government must be promptly investigated and clearly reported by a  
14 trained investigator or other qualified personnel. Ideally, the investigation is  
15 completed by law enforcement personnel in coordination with the Safety Officer.  
16 Serious accidents, e.g., fatality or hospitalization of three or more personnel,  
17 substantial property damage, or serious personal injury will normally be  
18 investigated by an independent investigation team.

19  
20 Investigations should be made while witnesses are available, before damages  
21 have been repaired, and prior to presentation of claims.

22  
23 If a motor vehicle accident occurs on public roads it will be investigated by the  
24 appropriate law enforcement agencies and in accordance with jurisdictional  
25 agency policy. The Motor Vehicle Accident Report, SF-91, and the Statement  
26 of Witness, SF-94, (Exhibits 42 and 43) may be used to document motor vehicle  
27 accidents.

28  
29 The incident agency should not commission special Claims Damage Assessment  
30 Teams, except in unusual circumstances.

## 31 CLAIMS FILING

32  
33  
34 A claim shall be deemed to have been presented when an incident agency, home  
35 unit, or other designated office receives written notification, accompanied by a  
36 claim for money damages in sum certain (for a specific amount) from a claimant,  
37 or his/her duly authorized agent or legal representative. Claims may be  
38 presented on a Claim for Damage, Injury, or Death (SF-95) for tort claims,  
39 agency-specific form for employee claims, or in other written form such as a  
40 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 (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.

**Claim Documentation Requirements**

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

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

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



- 1 • Proof of ownership for damaged property. Examples of documentation  
2 may include a copy of a vehicle title, registration, deed, or tax  
3 documents.
- 4
- 5 • Documentation of the amount claimed. Depending on the item(s)  
6 claimed, this may include:  
7
  - 8 ○ Two itemized repair estimates or 1 paid receipt
  - 9 ○ Medical bills
  - 10 ○ Physician's statements
  - 11 ○ If loss of income is claimed, evidence of earnings and time lost  
12 from work
  - 13 ○ If repair is not economical or possible, 2 estimates of  
14 replacement costs, age of damaged/destroyed property (month  
15 and year property was obtained), and salvage value, if any
  - 16
- 17 • Documentation of the insurance coverage of the property.
- 18
- 19 • Witness statement(s) to support the claim.
- 20

21 The claim form must be signed by the claimant, the claimant's legal  
22 representative or authorized agent. If signed by other than the claimant,  
23 documentation must be provided of the signatory's authority to act in the  
24 claimant's behalf. Claims for jointly owned property must be signed by all legal  
25 owners.

- 26
- 27 • A claim can be submitted to the incident or to the incident agency. It  
28 does not have to be filed at the incident.
- 29
- 30 • A tort claim must be filed within 2 years of the date of the incident that  
31 gave rise to the claim.
- 32

### 33 **Incident Procedures**

34  
35 Incident personnel, upon receipt/notification of a tort claim:

- 36
- 37 • Will record the date the claim was received and initial or sign in the  
38 margin of the claim form. This is the only information to be entered on  
39 the claim by incident personnel. Incident personnel may not complete  
40 any information for the claimant.

- 1 • Will immediately inform the Finance/Administration Section (e.g.,  
2 Compensation/Claims Unit Leader) of the claim.  
3
- 4 • Shall neither place themselves in a position of advising claimants on  
5 claims or encouraging or discouraging the filing of claims. Title 18 of  
6 the United States Code, Section 205, specifically prohibits government  
7 officials from assisting a property owner in the filing and substantiation  
8 of a claim.  
9

10 Incident personnel may not:

- 11 • Comment on the merits of a claim
- 12 • Comment on the liability of the incident agency or the private party
- 13 • Advise a claimant to, or not to, seek legal counsel
- 14 • Refuse to accept a claim
- 15 • Advise anyone to file a claim

16 The Compensation/Claims Unit will initiate an investigation as appropriate and  
17 document the claim on the Incident Claims and Accident Log (Exhibit 47).  
18

19 The Compensation/Claims Unit will include all available incident information  
20 pertaining to the claim in the claims package, e.g., investigation reports,  
21 photographs, witness statements.  
22

23 Tort claim documentation can be filed in the Incident Claims Case File Envelope  
24 OF-314 (Exhibit 48). An additional copy will be retained in the Incident  
25 Finance Package (Exhibit 39). Distribute claims documents in accordance with  
26 incident agency procedures.  
27

## 28 **NON-TORT CLAIMS**

29 Non-tort claims are covered under the Non-Tort Act. Procedures for filing and  
30 processing non-tort claims are the same as for tort claims. Incident agency  
31 policies should provide direction relative to the payment for immediate  
32 improvements to damaged private land outside of the Non-Tort Act, e.g.,  
33 repairing a wire fence around a water development.  
34

**EMPLOYEE CLAIMS**

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

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

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

**Information to be Provided by the Claimant**

Employee claims should be filed on the Employee Claim for Loss or Damage to Personal Property, AD-382 for USDA personnel, DI-570 for USDI personnel (Exhibits 45 and 46), and appropriate state form for state personnel. Most states accept federal forms to initially report the claim.

The claim should include:

- Claimants name and home address
- Claimants home unit address
- List of specific items claimed
- Specific amount claimed for each item and total amount claimed
- Date (month/year) item was originally acquired
- Purchase price or value when acquired
- Current repair or replacement cost

- 1           • Statement as to whether lost property was insured, whether claimant  
2           filed a claim with insurer, the disposition of the claim, or whether  
3           claimant will file a claim with insurer.  
4

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

- 7
- 8           • Original purchase receipts.
  - 9
  - 10          • Receipt for repair or replacement.
  - 11
  - 12          • Two repair estimates if the item has not been repaired.
  - 13
  - 14          • Copies of catalog descriptions or advertisements of the same or like  
15          item(s).
  - 16
  - 17          • Written statements to support the claim. Claimant's statement should  
18          address whether the possession of property was necessary to the  
19          performance of duty. Include statements from individuals with  
20          knowledge of the loss or damage, or at a minimum, a statement from  
21          someone who can verify the claimant's possession of the property.  
22
  - 23          • Incident supervisor statement.
  - 24
  - 25          • Photos.
  - 26
  - 27          • Copy of investigation report, if applicable.
  - 28

29 Claims need not be completed at the incident. Claimants may choose to file the  
30 claim at their home unit following agency guidelines. Claimants are responsible  
31 for obtaining witness and supervisor statements prior to leaving the incident.  
32

### 33 **INCIDENT PROCEDURES**

34

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

- 36
- 37           • Record the date the claim was received and initial or sign in the margin  
38           of the claim form. This is the only information to be entered by  
39           incident personnel. Incident personnel may not complete any  
40           information for the claimant.

- Immediately inform the Finance/Administration Section, e.g., Compensation/Claims Unit Leader of the claim.

The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on the Incident Claims and Accident Log (Exhibit 47).

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

The statement should address:

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

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

Employee claim documentation can be filed in the Incident Claims Case File Envelope, OF-314 (Exhibit 48). A copy of all claim documentation will be attached to the claimant's Emergency Firefighter Time Report, OF-288. An additional copy will be retained in the Incident Finance Package (Exhibit 38). Distribution of claims documents will be in accordance with incident agency procedures.

## **GOVERNMENT CLAIMS**

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

**Government Property Damage**

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

**CLAIMS PROCESSING**

The incident management team will submit all original claims documentation to the incident agency. The incident agency will review for accuracy and completeness and will forward to the appropriate adjudicating official. This includes forwarding employee claims to the employee's home unit, if different than incident agency. Agencies may have specific documentation, processing procedures and/or reimbursement limitations.

**EXHIBITS**

- Exhibit 42 – Motor Vehicle Accident Report (SF-91)
- Exhibit 43 – Statement of Witness (SF-94)
- Exhibit 44 – Claim for Damage, Injury, or Death (SF-95)
- Exhibit 45 – Employee Claim for Loss or Damage to Personal Property (AD-382)
- Exhibit 46 – Employee Claim for Loss or Damage of Personal Property (DI-570)
- Exhibit 47 – Incident Claims and Accident Log
- Exhibit 48 – Incident Claims Case File Envelope (OF-314)

EXHIBIT 42  
MOTOR VEHICLE ACCIDENT REPORT, SF-91

<b>MOTOR VEHICLE ACCIDENT REPORT</b>	Please read the Privacy Act Statement on Page 3	INSTRUCTIONS: Sections I through IX are filled out by the vehicle operator. Section X, items 72 thru 82c are filled on by the operator's supervisor. Section XI thru XIII are filled out by an accident investigator for bodily injury, fatality, and/or damage exceeding \$500.				
SECTION I - FEDERAL VEHICLE DATA						
1. DRIVER'S NAME (Last, first, middle)			2. DRIVER'S LICENSE NO./STATE/LIMITATIONS		DATE OF ACCIDENT	
4a. DEPARTMENT/FEDERAL AGENCY PERMANENT OFFICE ADDRESS				4b. WORK TELEPHONE NUMBER		
5. TAG OR IDENTIFICATION NUMBER	6. EST. REPAIR COST \$	7. YEAR OF VEHICLE	8. MAKE	9. MODEL	10. SEAT BELTS USED <input type="checkbox"/> YES <input type="checkbox"/> NO	
11. DESCRIBE VEHICLE DAMAGE						
SECTION II - OTHER VEHICLE DATA (Use Section VIII if additional space is needed)						
12. DRIVER'S NAME (Last, first, middle)			13. SOCIAL SECURITY NO./ TAX IDENTIFICATION NO.	14. DRIVER'S LICENSE NO./STATE/LIMITATIONS		
15. a. DRIVER'S WORK ADDRESS				15b. WORK TELEPHONE NUMBER		
16a. DRIVER'S HOME ADDRESS				16b. HOME TELEPHONE NUMBER		
17. DESCRIPTION OF VEHICLE DAMAGE				18. ESTIMATED REPAIR COST \$		
19. YEAR OF VEHICLE	20. MAKE OF VEHICLE		21. MODEL OF VEHICLE		22. TAG NUMBER AND STATE	
23a. DRIVE'S INSURANCE COMPANY NAME AND ADDRESS				23b. POLICY NUMBER		
				23c. TELEPHONE NUMBER		
24. VEHICLE IS <input type="checkbox"/> CO-OWNED <input type="checkbox"/> RENTAL <input type="checkbox"/> LEASED <input type="checkbox"/> PRIVATELY OWNED		25a. OWNER'S NAME(S) (Last, first, middle)		25b. TELEPHONE NUMBER		
26. OWNER'S ADDRESS(ES)						
SECTION III - KILLED OR INJURED (Use Section VIII if additional space is needed)						
27. NAME (last, first, middle)			28. SEX	29. DATE OF BIRTH		
30. ADDRESS						
A	31. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		32. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)	33. LOCATION IN VEHICLE	34. FIRST AID GIVEN BY	
	35. TRANSPORTED BY		36. TRANSPORTED TO			
	37. NAME (last, first, middle)			38. SEX	39. DATE OF BIRTH	
40. ADDRESS						
B	41. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		42. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)	43. LOCATION IN VEHICLE	44. FIRST AID GIVEN BY	
	45. TRANSPORTED BY		46. TRANSPORTED TO			
	47. Pedestrian			48. TRANSPORTED TO		
a. NAME OF STREET OR HIGHWAY			b. DIRECTION OF PEDESTRIAN (SW corner to NW corner, etc.) FROM TO			
c. DESCRIBE WHAT PEDESTRIAN WAS DOING AT TIME OF ACCIDENT (crossing intersection with signal, against signal, diagonally; in roadway playing, walking, hitchhiking, etc.)						

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EXHIBIT 42 – Continued

**SECTION IV - ACCIDENT TIME AND LOCATION (Use section VII if additional space is needed.)**

48. DATE OF ACCIDENT \_\_\_\_\_ 49. PLACE OF ACCIDENT (Street address, city, state, ZIP Code; Nearest landmark; Distance nearest intersection; Kind of locality (industrial, business, residential, open country, etc.); Road description) \_\_\_\_\_

50. TIME OF ACCIDENT  
 AM  
 PM

51. INDICATE ON THIS DIAGRAM HOW THE ACCIDENT HAPPENED

Use one of these outlines to sketch the scene. Write in street or highway names or numbers.

a. Number Federal vehicle as 1, other vehicle as 2, additional vehicle as 3 and show direction of travel with arrow

Example → 1 < 2

b. Use solid line to show path before accident and broken line after the accident

c. Show pedestrian by ○

d. Show railroad by ++++++

e. Place arrow in this circle to indicate NCERTY

52. POINT OF IMPACT (Check one for each vehicle)

FED	2	AREA
		a. Front
		b. R. Front
		c. L. Front
		d. Rear
		e. R. Rear
		f. L. Rear
		g. R. Side
		h. L. Side

53. DESCRIBE WHAT HAPPENED (Refer to vehicles as "Fed", "2", "3", etc. Please include information on posted speed limit, approximate speed of vehicles, road conditions, weather conditions, weather conditions, driver visibility, condition of accident vehicles, traffic controls (warning light, stop signal, etc.), condition of light (daylight, dusk, night, dawn, artificial light, etc.), and driver actions (making a U-turn, passing, stopped in traffic, etc.)

**SECTION V - WITNESS/PASSENGER (Witness must fill out SF 94, Statement of Witness) (Continue in Section VIII.)**

A

54. NAME (Last, first, middle) \_\_\_\_\_ 55. WORK TELEPHONE NUMBER \_\_\_\_\_ 56. HOME TELEPHONE NUMBER \_\_\_\_\_

57. WORK ADDRESS \_\_\_\_\_ 58. HOME ADDRESS \_\_\_\_\_

B

59. NAME (Last, first, middle) \_\_\_\_\_ 60. WORK TELEPHONE NUMBER \_\_\_\_\_ 61. HOME TELEPHONE NUMBER \_\_\_\_\_

62. WORK ADDRESS \_\_\_\_\_ 63. HOME ADDRESS \_\_\_\_\_

**SECTION VI - PROPERTY DAMAGE (Use Section VIII if additional space is needed.)**

64a. NAME OF OWNER (Last, first, middle) \_\_\_\_\_ 64b. WORK TELEPHONE NUMBER \_\_\_\_\_ 64c. HOME TELEPHONE NUMBER \_\_\_\_\_

64d. WORK ADDRESS \_\_\_\_\_ 64e. HOME ADDRESS \_\_\_\_\_

65a. NAME OF INSURANCE COMPANY \_\_\_\_\_ 65b. TELEPHONE NUMBER \_\_\_\_\_ 65c. POLICY NUMBER \_\_\_\_\_

66. ITEM DAMAGED \_\_\_\_\_ 67. LOCATION OF DAMAGED ITEM \_\_\_\_\_ 68. ESTIMATED COST \_\_\_\_\_

**SECTION VII - POLICE INFORMATION**

69a. NAME OF POLICE OFFICER \_\_\_\_\_ 69b. BADGE NUMBER \_\_\_\_\_ 69c. TELEPHONE NUMBER \_\_\_\_\_

70. PRECINCT OR HEADQUARTERS \_\_\_\_\_ 71a. PERSON CHARGED WITH ACCIDENT \_\_\_\_\_ 71b. VIOLATION(S) \_\_\_\_\_



EXHIBIT 42 – Continued

**SECTION VIII - EXTRA DETAILS**

SPACE FOR DETAILED ANSWERS. INDICATE SECTION AND ITEM NUMBER FOR EACH ANSWER. IF MORE SPACE IS NEEDED, CONTINUE ITEMS ON PLAIN BOND PAPER.

**PRIVACY ACT STATEMENT**

The information on this form is subject to the Privacy Act of 1974 (5 U.S.C. section 552a). Authority to collect the information is Title 40 U.S.C. Section 491 and the title 31 U.S.C. Section 7701. The formation is required by federal Government agencies to administer motor vehicle programs, including maintaining records on accidents involving privately owned and Federal fleet vehicles, and collecting accident claims resulting from accidents. Federal employees, and employees under contract, will use the information only in the performance of their official duties. Routine uses of the collected information may include disclosures to: appropriate Federal, State, or local agencies or contractors when relevant to civil, criminal, or regulatory investigations or prosecutions; the Office of personnel Management and the General Accounting Office for program evaluation purposes; a Member of Congress or staff in response to a request for assistance by the individual of record; another Federal agency, including the Department of Treasury and Justice, or a court under judicial proceedings; agency Inspectors General in conducting audits; private insurance and the collection agencies (including agencies under contract to Treasury to collect debt), and to other agency finance offices for federal management and debt collection. Furnishing the requested information is mandatory, including the Social security Number or Taxpayer's Identification Number(TIN) for use as a unique identifier to ensure accurate identification for individuals or firms in the system.

**SECTION IX - FEDERAL DRIVER CERTIFICATION**

I certify that the information on this form (Sections I thru VII) is correct to the best of my knowledge and belief.

72a. NAME AND TITLE OF DRIVER	72b. DRIVER'S SIGNATURE AND DATE  <div style="text-align: center;">(blank)</div>
-------------------------------	--

**SECTION X - DETAILS OF TRIP DURING WHICH ACCIDENT OCCURRED**

73. ORIGIN	74. DESTINATION
------------	-----------------

75. EXACT PURPOSE OF TRIP

76. TRIP BEGAN	DATE	TIME (Include AM or PM)	77. ACCIDENT OCCURRED	DATE	TIME (Include AM or PM)
----------------	------	-------------------------	-----------------------	------	-------------------------

78. AUTHORITY FOR THE TRIP WAS GIVEN TO THE OPERATOR  <input type="checkbox"/> ORALLY <input type="checkbox"/> IN WRITING (Explain)	79. WAS THERE ANY DEVIATION FROM DIRECT ROUTE?  <input type="checkbox"/> NO <input type="checkbox"/> YES (Explain)
---	--

80. WAS THE TRIP MADE WITHIN ESTABLISHED WORKING HOURS?  <input type="checkbox"/> YES <input type="checkbox"/> NO (Explain)	81. DID THE OPERATOR, WHILE ENROUTE, ENGAGE IN ANY ACTIVITY OTHER THAN THAT FOR WHICH THE TRIP WAS AUTHORIZED?  <input type="checkbox"/> NO <input type="checkbox"/> YES (Explain)
---	--

82. COMPLETED BY DRIVER'S SUPERVISOR  <input type="checkbox"/> YES <input type="checkbox"/> NO	a. DID THIS ACCIDENT OCCUR WITHIN THE EMPLOYEE'S SCOPE OF DUTY  b. COMMENTS
---	---

83a. NAME AND TITLE OF SUPERVISOR	83b. SUPERVISOR'S SIGNATURE AND DATE  <div style="text-align: center;">(blank)</div>	83c. TELEPHONE NUMBER
-----------------------------------	--	-----------------------

EXHIBIT 42 – Continued

**SECTION XI - ACCIDENT INVESTIGATION DATA**

84. DID THE INVESTIGATION DISCLOSE CONFLICTING INFORMATION.  NO  YES (If checked, explain below.)

**85. PERSONS INTERVIEWED**

NAME		DATE	NAME		DATE
a.			c.		
b.			d.		

86. ADDITIONAL COMMENTS (Indicate section and item number of each comment).

**SECTION XII - ATTACHMENTS**



87. LIST ALL ATTACHMENTS TO THIS REPORT

**SECTION XIII - COMMENTS/APPROVALS**

88. REVIEWING OFFICIAL'S COMMENTS

**89. ACCIDENT INVESTIGATOR**

**90. ACCIDENT REVIEWING OFFICIAL**

a. SIGNATURE 		b. DATE	a. SIGNATURE 		b. DATE
c. NAME (First, middle, last)			c. NAME (First, middle, last)		
d. TITLE			d. TITLE		
e. OFFICE			e. OFFICE		
f. OFFICE TELEPHONE NUMBER		EXTENSION	f. OFFICE TELEPHONE NUMBER		EXTENSION
AREA CODE	NUMBER		AREA CODE	NUMBER	

STANDARD FORM 91 (2/2004) PAGE 4

**EXHIBIT 43**  
**STATEMENT OF WITNESS, SF-94**

<b>STATEMENT OF WITNESS</b> <i>(Attach additional sheets if necessary)</i>	<b>1. DID YOU SEE THE ACCIDENT?</b>	<b>2. WHEN DID THE ACCIDENT HAPPEN?</b>		FORM APPROVED O.M.B. NUMBER 3090-0118
		a. TIME	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	

3. WHERE DID THE ACCIDENT HAPPEN? *(Give street location and city)*

4. TELL IN YOUR OWN WAY HOW THE ACCIDENT HAPPENED

5. WHERE WERE YOU WHEN THE ACCIDENT OCCURRED?

6. WAS ANYONE INJURED, AND IF SO, EXTENT OF INJURY IF KNOWN?

7. DESCRIBE THE APPARENT DAMAGE TO PRIVATE PROPERTY

8. DESCRIBE THE APPARENT DAMAGE TO GOVERNMENT PROPERTY	9. IF TRAFFIC CASE, GIVE APPROXIMATE SPEED OF:
	a. GOVERNMENT VEHICLE <i>Miles per Hr.</i>
	b. OTHER VEHICLE <i>Miles per Hr.</i>

10. GIVE THE NAMES AND ADDRESSES OF ANY OTHER WITNESSES TO THE ACCIDENT *(If known)*

a. NAMES	b. ADDRESSES <i>(Include ZIP Code)</i>
----------	--

WITNESS COM- PLETING THIS FORM	11. HOME ADDRESS <i>(Include ZIP Code)</i>	12. WITNESS <i>(Print Name)</i>	a. HOME TELEPHONE NO.
	13. BUSINESS ADDRESS <i>(Include ZIP Code)</i>	Sign here	b. TODAY'S DATE
			TELEPHONE NO.

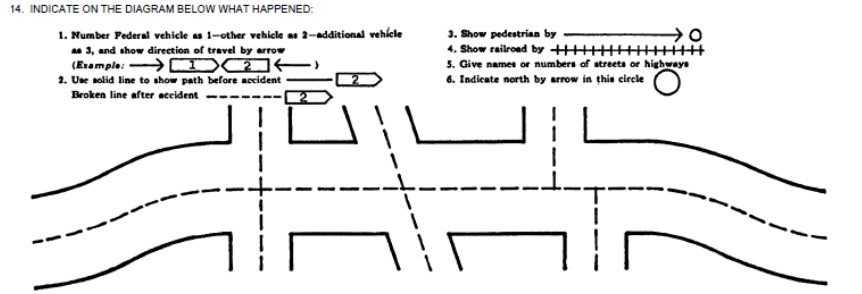


EXHIBIT 44  
CLAIM FOR DAMAGE, INJURY OR DEATH, SF-95

<b>CLAIM FOR DAMAGE, INJURY, OR DEATH</b>		<b>INSTRUCTIONS:</b> Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions.		FORM APPROVED OMB NO. 1105-0008	
1. Submit To Appropriate Federal Agency: USDA Forest Service Albuquerque Service Center Claims Management 101 B Sun Avenue NE Albuquerque, NM 87109			2. Name, Address of claimant and claimant's personal representative, if any. (See instructions on reverse.) (Number, Street, City, State and Zip Code) John Doe Route 6, Box 10 Denio, NV 89855		
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input checked="" type="checkbox"/> CIVILIAN	4. DATE OF BIRTH 2/20/1950	5. MARITAL STATUS Married	6. DATE AND DAY OF ACCIDENT 7/28/xxxx	7. TIME (A.M. OR P.M.) 3:40 p.m.	
8. Basis of Claim (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof. Use additional pages if necessary.)  Green Creek Fire burned 2 miles of buck and pole fence and a 2001 John Deere 6310 tractor. Location: Flying J Ranch (15 miles NE of Denio, NV on Hwy 255). Fence and tractor were located at the north end of Huckleberry pasture.  We were informed by the local sheriff to evacuate at 12:00 noon on 7/28. We returned at 6:00 p.m. to find the above described damage to our personal property.					
<b>9. PROPERTY DAMAGE</b>					
NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, Street, City, State, and Zip Code). Same as above.					
BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF DAMAGE AND THE LOCATION WHERE PROPERTY MAY BE INSPECTED. (See instructions on reverse side.) 120 fence poles completely burned and a 2001 John Deere 6310 tractor completely destroyed. See attached supporting documentation for repair estimate and replacement costs of property. Tractor and fence remain where they were damaged.					
<b>10. PERSONAL INJURY/WRONGFUL DEATH</b>					
STATE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE NAME OF INJURED PERSON OR DECEDENT.  None					
<b>11. WITNESSES</b>					
NAME		ADDRESS (Number, Street, City, State, and Zip Code)			
Jane Doe Tom Smith		Route 6, Box 10, Denio NV 89855 Box 998, Denio, NV 89855			
12. (See instructions on reverse) <b>AMOUNT OF CLAIM</b> (in dollars)					
12a. PROPERTY DAMAGE  \$18,500	12b. PERSONAL INJURY  none	12c. WRONGFUL DEATH  none	12d. TOTAL (Failure to specify may cause forfeiture of your rights.)  \$18,500		
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE INCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM					
13a. SIGNATURE OF CLAIMANT (See instructions on reverse side.)			13b. Phone number of person signing form (702) 702-7027	14. DATE OF SIGNATURE 7/30/xxxx	
<b>CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM</b>  The claimant is liable to the United States Government for the civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages sustained by the Government. (See 31 U.S.C. 3729.)			<b>CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS</b>  Fine of not more than \$10,000 or imprisonment for not more than 5 years or both. (See 18 U.S.C. 287, 1001.)		

EXHIBIT 44 - Continued

INSURANCE COVERAGE	
In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of his vehicle or property.	
15. Do you carry accident insurance? <input checked="" type="checkbox"/> Yes If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number. <input type="checkbox"/> No Policy #12X54342 State Farm Insurance 435 Main, Reno, NV 89501	
16. Have you filed a claim on your insurance carrier in this instance, and if so, is it full coverage or deductible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Items not covered under policy	17. If deductible, state amount. \$1000
18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts.) Claim denied	
19. Do you carry public liability and property damage insurance? <input checked="" type="checkbox"/> Yes If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code). <input type="checkbox"/> No Same as above.	
INSTRUCTIONS	
<p><b>Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.</b></p> <p style="text-align: center;"><b>Complete all items - Insert the word NONE where applicable.</b></p> <p>A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY</p> <p><b>Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.</b></p> <p>If instruction is needed in completing this form, the agency listed in item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.</p> <p>The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.</p> <p>If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item #12 of this form.</p>	
<p>DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN <b>TWO YEARS</b> AFTER THE CLAIM ACCRUES.</p> <p>The amount claimed should be substantiated by competent evidence as follows:</p> <p>(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.</p> <p>(b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.</p> <p>(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.</p> <p>(d) <b>Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.</b></p>	
PRIVACY ACT NOTICE	
<p>This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.</p> <p>A. <b>Authority:</b> The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.</p> <p>B. <b>Principal Purpose:</b> The information requested is to be used in evaluating claims.</p> <p>C. <b>Routine Use:</b> See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.</p> <p>D. <b>Effect of Failure to Respond:</b> Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid".</p>	
PAPERWORK REDUCTION ACT NOTICE	
<p>This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director, Torts Branch, Attention: Paperwork Reduction Staff, Civil Division, U.S. Department of Justice, Washington, D.C. 20530 or to the Office of Management and Budget. Do not mail completed form(s) to these addresses.</p>	

EXHIBIT 45  
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; 18U.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; 31U.S.C. 231.)*

NAME OF CLAIMANT	AGENCY WHERE EMPLOYED AND TITLE OF POSITION		LOCATION (City)	
<b>John Smith</b>	<b>Forest Service Forestry Technician</b>		<b>Boise, Idaho</b>	
ADDRESS OF CLAIMANT (Including Zip Code)	LOCATION WHERE LOSS OR DAMAGE OCCURRED		DATE OF LOSS OR DAMAGE	AMOUNT OF CLAIM
<b>1234Lost Way Boise, ID 83709</b>	<b>East Complex Incident (base camp)</b>		<b>8/28/2007</b>	<b>\$500.00</b>
DESCRIPTION OF PROPERTY (Itemized Listing)	DATE ACQUIRED	PURCHASE PRICE OR VALUE	VALUE WHEN LOST OR DAMAGED	ESTIMATED COST OF REPAIR
<b>Sleeping bag</b>	<b>12/25/XXXX</b>	<b>\$125.00</b>	<b>\$100.00</b>	
<b>2 Pair jeans</b>	<b>6/1/XXXX</b>	<b>\$80.00</b>	<b>\$60.00</b>	
<b>2 LS Denim Shirts</b>	<b>9/15/XXXX</b>	<b>\$50.00</b>	<b>\$40.00</b>	
<b>I-Pod</b>	<b>12/25/XXXX</b>	<b>\$350.00</b>	<b>\$300.00</b>	
<i>Attach supplemental sheet, if necessary</i>				
Claim is for (Check one)	LOSS <b>XXX</b>	DAMAGE	GIVE BRIEF DESCRIPTION OF CIRCUMSTANCES	
			<b>Items were stored in my personal tent and stolen while I was working the night shift from 1800 8/28 to 0600 8/29</b>	
WAS PROPERTY INSURED <b>Yes</b>	If answer is "yes", give name of insurer and itemize the amount collected. <b>State Farm; all but \$50.00 deductible</b>			
YES NO				
I make this claim with the full knowledge of the penalties for willfully making a false claim, and certify that I am entitled to any payments				
DATE <b>8/29/XXXX</b>	IF CLAIMANT IS NOT OWNER OF PROPERTY, STATE RELATIONSHIP TO OWNER	SIGNATURE OF CLAIMANT <i>John Smith</i>		

FORM AD-382 (10-65)

**EXHIBIT 46**  
**EMPLOYEE CLAIM FOR LOSS OR DAMAGE TO**  
**PERSONAL PROPERTY, DI-570**

UNITED STATES  
 DEPARTMENT OF THE INTERIOR

EMPLOYEE CLAIM  
 FOR LOSS OR DAMAGE TO PERSONAL PROPERTY  
 (P.L. 88-558)

INSTRUCTIONS: Submit in triplicate. Please type

Name of Claimant <b>Tom Plank</b>		Address of Claimant 1900 Homestead Road Fairbanks, AK 99701	
Bureau or Office <b>BLM</b>	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>
-----------------	--	---

Form DI-570 (July 1965)

EXHIBIT 47  
INCIDENT CLAIMS AND ACCIDENT LOG

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 Address	Item(s)/Claimed Value	Document Status
1	7/30/XXXX	John Doe	Route 6, Box XX Denio, NV XXXXXXX	Fence Poles - \$10,000 Tractor - \$8,500	SF-95 Received on 7/30 Investigation in progress
2	7/30/XXXX	Earl Kingston	172XX Long Dr. Nysa, OR XXXXXXX	Stolen Sleeping Bag - \$110	AD-382 Received on 7/30/XX Report by Camp Security



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>
---	--	--	-----------------------------

**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>content</i> )	<i>7/30/xx</i>	
Support Documents Attached to Claim		
Police Report or Camp Security Report	<i>7/30/xx</i>	

CLAIMANT ASSIGNED TO: SRV #12  
(Crew, OH Section or Individual)

CLAIMANT'S HOME UNIT: \_\_\_\_\_  
(Agency)  
172 Long Drive  
(Address)

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

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

SUPERVISOR ON INCIDENT: Joe Super  
(Agency)

SUPERVISOR'S HOME UNIT: \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Telephone No. with Area Code)

Follow-up Needs/Comments: \_\_\_\_\_  
\_\_\_\_\_

CLAIMS SPECIALIST/UNIT LEADER NAME <i>Polly Larson</i>	HOME UNIT TELEPHONE NUMBER (w/AREA CODE) (123) 456-7890	FINANCE/ADMIN SECTION CHIEF INITIALS <i>pl</i>
---	--	---

**INCIDENT CLAIMS CASE FILE ENVELOPE**

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**OBJECTIVE**

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

**RESPONSIBILITIES**Agency Administrator responsibilities:

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

Incident Commander (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 Incident Management Team (IMT) and submit to Agency Administrator for review and comment.

Administrative Representative responsibilities:

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

Incident Business Advisor responsibilities:

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

Finance/Administration Section Chief responsibilities:

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

Cost Unit Leader responsibilities:

- Develop incident component cost estimates in the absence of a geographic area supplement.
- Coordinate with incident cost centers to gather on and off incident cost information.
- Develop current and projected incident costs.
- Furnish updated cost data on a daily basis to the Planning Section for inclusion in the Incident Status Summary, ICS 209.
- Analyze incident resource cost information, including the evaluation and tracking of inefficient and uneconomical operations and

1 communicating information to the IMT through the Finance Section  
2 Chief (FSC).

- 3
- 4 • Provide information to the IMT, incident agency and the agency  
5 responsible for payment, as requested, e.g., management information  
6 reports, accrual reports.
- 7
- 8 • Prepare and validate cost share information.
- 9

10 Incident Management Team responsibilities:

- 11
- 12 • Provide cost information on a daily basis to the Cost Unit Leader in the  
13 manner and within the time frame requested.
- 14
- 15 • Identify areas of incident management activities where cost  
16 management measures can be improved and for providing input to the  
17 IC.
- 18

19 **DEFINITIONS**

20  
21 Definitions used throughout this handbook are located in Appendix C -  
22 Glossary.

23  
24 Accrual Reports – Cost reports utilized for financial obligation purposes.

25  
26 Agency Specific Costs – Costs incurred by an agency that address the sole  
27 concern of only the agency or are not incurred with mutual benefit. Agency  
28 specific costs are not shared.

29  
30 Billable/Reimbursable Costs – Those agency costs that are billable and/or  
31 reimbursable as defined by the master or individual cost share agreement.

32  
33 Unified Ordering Point (UOP) – Single location through which all incident  
34 resource orders are processed.

35  
36 **INCIDENT COSTS**

37  
38 Incident costs are estimated for a number of categories and by a variety of  
39 methods. The incident agency determines the level of cost detail required.

**Cost Categories**

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

- Personnel costs include crews, overhead and other personnel assigned to the incident.
- Equipment costs include agency equipment as well as equipment under Emergency Equipment Rental Agreements (EERA), Incident Blanket Purchase Agreements (I-BPA) contracts, and cooperative agreements.
- Aircraft costs include fixed wing, rotor wing, and retardant.
- Support Costs.
  - On-incident support costs include catering unit, mobile commissary unit, shower units, and cache supplies, etc.
  - Off-incident support costs include Expanded Dispatch, Buying Teams, Administrative Payment Teams, cache personnel, Area Command, transportation to/from incident, etc.

The following chart provides examples of where incident-related costs could be obtained.

On-Incident	Source	Off-Incident	Source
Caterer	Food Unit	Expanded Dispatch	Expanded Supervisor
Shower Unit	Facilities Unit	Buying Team	Buying Team Leader
Toilets	Facilities Unit	Area Command	IBA
Tents	Facilities Unit	Payment Team	IBA
Cache Supplies	Supply Unit	Cache Personnel	Cache Manager
Supplies (Buying Team)	Buying Team	Rental Vehicles	Buying Team or local unit
Agency Provided Medical Care	Comp/Claims or Medical Unit	Retardant Bases	Air Operations or Tanker Base
Land Use Agreements	Procurement Unit or Buying Team	Mobilization Centers	Mob Center Manager or Unit responsible for center
Computer rentals	Procurement Unit or Buying Team	Transportation In/Out	Manual calculation
Mobile Laundry	Facilities Unit	Local Purchases	Buying Team or local Purchasing Agent
		Meal Agreements	Buying Team or local Purchasing Agent
		Chartered Flights	NICC

**Standard Component Costs**

Standard component costs included in the I-Suite database are utilized by most agencies. These standard component costs may be supplemented by the geographic areas or agencies. Component costs are measured on a daily, hourly, mileage or other dollar value (per unit) basis. Refer to <http://www.nwcg.gov/pms/pubs/large.html#iibmh> for the current standard component costs.

**Actual Costs**

Actual costs may be used when available.

**Estimated Costs**

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

**Composite Costs**

Composite costing combines methods and categories and is the most efficient, accurate method to determine incident costs.

**COST METHODS****Initial Estimation**

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

**Resource Cost Method**

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

**TRACKING AND REPORTING METHODS**

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

**AUTOMATED COST ACCOUNTING**

The Cost Module of I-Suite is designed to allow users to easily track individual resources in a database format. The system creates a daily line entry for each resource. System users can then analyze, manipulate, and create outputs of this information in a variety of report formats. Reference the I-Suite User's Guide at <http://isuite.nwcg.gov> for instruction on utilizing the Cost Module.

**Spreadsheets**

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

**Manual Accounting**

This involves using standard costs and quantities of resources. These resources can then be tracked on a daily basis in a format as displayed in Exhibit 49. Reference <http://www.nwcg.gov/pms/pubs/large.html#iibmh> for the current standard component costs.

**Incident Status Summary, ICS 209**

The Planning Section reports the incident status to the incident agency per operational period, using the Incident Status Summary, ICS 209. The Finance/Administration Section provides an estimate of costs to date, and an estimate of total anticipated costs for these reports to the Planning Section.



**Agency Accrual Reports**

Incident agencies may have specific incident cost reporting and/or accrual requirements. The Administrative Representative establishes the reporting requirements and communicates them to the IMT.

**COST ANALYSIS**

Incident cost documentation and analysis are important management tools. It is the responsibility of all incident personnel to have knowledge of and be able to perform their job in the most cost efficient manner possible. All command and general staff IMT members should continually evaluate their section's operations to identify and implement cost savings.

Exhibit 50 provides some guidelines for the IMT to use to implement cost management measures on an incident. The exhibit includes recommendations on cost assessment procedures, identifies problem cost areas and identifies factors that are generally not cost-effective.

**COST PROJECTION**

Cost projections are developed for both strategic and obligation purposes. These projections can be for a single strategic alternative or multiple alternatives, and should take into account current resources, alternative strategies, and standard costs.

Single alternative projections are done by identifying all current resources, applying a projected strategy to reduce the number of resources over the following days, e.g., 5 crews demobilized on day 5, 10 crews demobilized the next day, and applying the standard cost for all resources.

Cost projections are most often done to: estimate costs for the Wildland Fire Decision Support System (WFDSS); to project costs through the estimated incident duration; and meet incident agency accrual requirements.

**COST SHARE AGREEMENTS**

The information presented in this section is intended to supplement established agency master agreements. The terms of master agreements take precedence over this handbook.

1 A cost share agreement documents the financial responsibility for incident  
2 resource costs. It may also identify requirements of other party payments. A  
3 cost share agreement should be prepared for multi-jurisdiction incidents where a  
4 decision has been made to share resource costs (Exhibit 51).

5  
6 Master agreements between agencies should address the need for incident-  
7 specific agreements and identify agency specific requirements, including format  
8 and required signatures. Jurisdictional agency representatives sign the cost  
9 share agreement.

10  
11 A cost share agreement may be established for on-incident costs as well as off-  
12 incident costs (expanded dispatch, mobilization centers, etc.). More than 1  
13 agreement may be necessary to document cost share responsibility (incident and  
14 support costs).

15  
16 Incident complexity changes frequently and may affect the terms of the cost  
17 share agreement. Therefore, the agreement may be amended as necessary.  
18 Each Agency Administrator and the Incident Commander(s) should receive a  
19 copy of the final agreement.

20  
21 Cost share agreements should identify the following:

- 22 • Costs to be shared.
- 23 • Costs to be borne by each agency (not shared).
- 24 • Method by which costs will be shared.
- 25 • Cost share period.

26  
27  
28  
29  
30  
31 Cost share agreements must easily be understood and correspond to agency cost  
32 accounting/tracking methods in order to facilitate the billing process.

### 33 **Cost Shared Items**

34  
35  
36 The following is a list of costs typically shared in multi-jurisdiction incidents.  
37 This list is not all-inclusive. Costs associated with, and incurred by, incident  
38 generated resource orders are typically shared.

- 39 • Aircraft Costs – Aircraft (fixed and rotor wing) and associated retardant  
40 costs.

- 1 • Equipment Costs – Emergency equipment used to support the incident.
- 2
- 3 • Incident Cache Costs – Cache costs may include refurbishment,
- 4 replacement, resupply, and labor costs.
- 5
- 6 • Incident Rehabilitation Costs – Rehabilitation activities of assigned
- 7 incident personnel to mitigate further damage to improvements and
- 8 land occurring from direct suppression activity can be included in cost
- 9 sharing, e.g., minor fence repair, dozer line, erosion control.
- 10
- 11 • Initial Attack Resource Costs – Initial attack resource costs are
- 12 included in determining the cost-share percentages and in deriving
- 13 actual incident costs. In a cost-share incident, agreement provisions for
- 14 initial attack assistance at no cost may not apply.
- 15
- 16 • Off-Incident Support Sites – Mobilization, demobilization, sites, etc.,
- 17 usually serve multiple incidents and are not ordered by a specific
- 18 incident. The incident cost share agreement usually will not address
- 19 cost sharing of these sites. Incident agencies may establish separate
- 20 cost share agreements for these items.
- 21
- 22 • On-Incident Support Costs – Costs incurred for services supplied
- 23 within the incident, e.g., shower units, catering units, commissary units,
- 24 cache supplies and materials.
- 25
- 26 • Personnel Costs – Costs of assigned incident personnel including the
- 27 IMT, crews, casuals, etc.
- 28
- 29 • Transportation Costs – Costs associated with movement of resources to
- 30 and from an incident.
- 31

### Non-Cost Shared Items

32  
33  
34 The following items are typically not cost shared:

- 35
- 36 • Accountable Property – Accountable and/or sensitive property, as
- 37 defined by each agency, that is purchased by the agency and becomes
- 38 property of the agency.
- 39
- 40 • Administrative Overhead Costs – Costs of agency personnel, support,
- 41 and services not directly assigned or ordered by an incident. These
- 42 include normal operating expenses such as basic utility costs, buildings

1 and facilities rent, administrative support, and personnel. These costs  
2 are usually agency specific, unless addressed in master or cost share  
3 agreements.

- 4
- 5 • Administrative Surcharge – A pre-established percentage applied by an  
6 agency to the settlement billing on the net amount owed per master  
7 agreement
- 8
- 9 • Claims Costs – Responsibility for claims or extraordinary settlement  
10 costs should be addressed through a separate agreement between  
11 agencies.
- 12
- 13 • Move Up and Cover Costs – Includes additional costs over and above  
14 base salary of “backfilling” agency personnel to meet agency specific  
15 staffing requirements.
- 16
- 17 • Post Incident Rehabilitation Costs – Costs incurred to rehabilitate  
18 burned lands, such as seeding, check dam construction, and  
19 archaeological mitigation.
- 20
- 21 • Waste, Fraud, and Abuse Costs – Costs resulting from waste, fraud, or  
22 abuse.
- 23

### 24 **Final Cost Determination**

25  
26 Costs can be determined by using incident generated data, which will include  
27 actual and estimated expenditures or may be finalized using agency financial  
28 records.

### 29 **TRANSFER OF RESPONSIBILITY PROCEDURES**

30  
31  
32 During IMT transitions, the departing team must brief their counterparts on all  
33 cost sharing agreements and documentation to date. If there is a change in the  
34 Agency Administrators or representatives, they must have clear understanding  
35 of all the decisions and agreements used to develop the final cost-share  
36 percentages and conditions of the final agreement.

### 37 **COST SHARE METHODS**

38  
39  
40 Following are four methods of cost share for multi-jurisdictional incidents. All  
41 methods require a signed agreement. The agreement shown in Exhibit 49,  
42 demonstrates the cost apportionment process.

**Initial Attack Agreement**

During initial attack, resources are dispatched per preseason agreements or an established operating plan, to a multi-jurisdictional fire.

If the incident is controlled with initial attack resources, Agency Administrators may agree to cost share some or all resource costs, e.g., dozers or crews working on both areas of responsibility, regardless of which agency dispatched the resources.

**You Order You Pay (YOYP)**

Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident. YOYP procedures are as follows:

- A unified ordering point is required and agencies agree on who will order which resources.
- On-incident support costs may be split by the percentage of agency requested resources.
- Off-incident support costs are paid for by the ordering unit.

**Acres Burned**

Costs are shared based on the acreage percentage of the fire within an agency's protection area. This method is used when agencies' responsibilities, objectives, and suppression costs are similar.

**Cost Apportionment**

The cost apportionment process is a more complex system for identifying agency cost share where incident agencies agree to share costs.

- The apportionment method is used to share final incident costs based upon the usage of resources per operational period.
- Costs are documented and approved by the IC(s) or other designated incident agency personnel on a daily basis.

- Direct costs, e.g., helicopters, crews, airtankers, retardant, are shared based upon assignment in the Incident Action Plan or actual use. Support costs, e.g., overhead team, caterer, are shared proportionally to the direct costs. Agency specific costs are not shared.

Some geographic areas utilize Cost Apportionment Teams (CAT) to assist incident agencies in tracking and documenting incident costs. The CAT should be located at or in close proximity to the incident. The CAT Leader meets with the IC and other IMT members to discuss the apportionment process and documentation requirements. The IC reviews and validates by signature, the daily apportionment records.

The CAT may be assigned to the incident and report to the Cost Unit Leader or directly to the FSC, or be assigned to the incident agency and report to the Administrative Representative.

### **Complexes / Merges / Splits (CMS)**

Wildland fire emergency expenditures have grown over the past decade. This has affected the operating budgets of the federal wild and fire management agencies and has led to increased scrutiny by Congress, the Office of Management and Budget, and other 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 Complexes / Merges / Splits (CMS) are as follows:

1. Maintain the data and financial integrity of individual incidents:
  - a. When complexing incidents, maintain individual FireCodes and ROSS incidents for each incident within the complex.
  - b. If a new code for a complex is created in FireCode, associate the individual incident codes to the complex code. Note: Complex codes are typically used only for mobilization of resources until they are assigned to a specific incident in the complex.

- 1 c. If fires burn together, associate the fires in FireCode and utilize the  
2 “merge” function in ROSS and I-Suite. Note: Once incidents are  
3 merged in I-Suite and ROSS, the process of splitting these incidents  
4 back out may result in the loss of data integrity and history.  
5
- 6 d. If the need arises, a fire can be split from a complex if the  
7 recommendations in 1a, 1b, and 1c are followed.  
8
- 9 e. In I-Suite, enter only 1 incident per database. This will facilitate  
10 separating incidents into different databases later if the need arises.  
11
- 12 f. Agencies should follow individual agency fire reporting policies.  
13

14 2. Deciding to complex, merge, or split:  
15

- 16 A. The Agency Administrator (AA) should consider consequences  
17 outlined in Appendix B - Tool Kit (B-34) when deciding to complex,  
18 merge, or split incidents. This decision should be coordinated between  
19 the AA, affected Incident Commander(s), Dispatch Center Manager(s),  
20 and State/Regional Incident Business Specialist(s).  
21
- 22 B. The AA should document the decisions, including the acreage and cost  
23 of affected incidents at the point when data integrity is in jeopardy.  
24 Appendix B - Tool Kit (B-34) provides several scenarios, issues, and  
25 effects to assist Agency Administrators with decisions related to CMS.  
26

27 These guidelines will ensure wildland fire emergency expenditures can be  
28 monitored, performance can be measured, and the integrity of incident data can  
29 be preserved.  
30

### 31 EXHIBITS

- 32
- 33 • Exhibit 49 – Standard Cost Components
  - 34 • Exhibit 50 – Cost Management Measures
  - 35 • Exhibit 51 – Sample Cost Share Agreement
  - 36 • Exhibit 52 – Supplemental Fire Suppression and Cost Share Agreement  
37 Template

**EXHIBIT 49**  
**STANDARD COST COMPONENTS**

STANDARD COST COMPONENT					
RESOURCE DESCRIPTION	HAZARD	DAILY COST NON-HZ	GUAR	# OF UNITS	TOTAL COST
<b>CREWS (20 PERSONS, 14 HOURS)</b>					
HANDCREWS (Regulars)	XXXX	XXXX	XXXX	_____	_____
HOTSHOTS	XXXX	XXXX	XXXX	_____	_____
AD HANDCREWS	XXXX	XXXX	XXXX	_____	_____
STATE AGREEMENT CREWS	XXXX	XXXX	XXXX	_____	_____
STATE INMATE CREWS (10 Person)	XXXX	XXXX	XXXX	_____	_____
HELTACK CREW (7 Person)	XXXX	XXXX	XXXX	_____	_____
TOTAL COST OF CREWS				\$ _____	_____
<b>OTHER PERSONNEL</b>					
OVERHEAD (Line & Base Camp-14 Hrs)	XXXXX	XXXX	XXX	_____	_____
CASUALS/PICKUP LABOR (14hr/day)	XXXXX	XXXX	XXX	_____	_____
CAMP CREW w/ldr (Crew of 10 @ 14 Hrs)	XXXXX	XXXX	XXX	_____	_____
DISPATCH (Expanded for incident)	XXXXX	XXXX	XXX	_____	_____
NATIONAL GUARD (Per Person)	XXXXX	XXXX	XXX	_____	_____
BUYING TEAM (6 members @ 12hr/day)	XXXXX	XXXX	XXX	_____	_____
PAYMENT TEAM	XXXXX	XXXX	XXX	_____	_____
TOTAL COST OF OTHER PERSONNEL				\$ _____	_____
<b>PERSONNEL SUPPORT COSTS*</b>					
AIR TRANSPORTATION TO & FROM INCIDENT	DAILY ESTIMATE			TOTAL COST	
	DAILY	GUAR	UNITS	_____	_____
BUSES (Between station & incident)	XXX	_____	_____	_____	_____
CATERERS (Approx \$XX per person)	_____	_____	_____	_____	_____
COMMISSARY CONTRACTOR	_____	_____	_____	_____	_____
EQUIP REPAIRS (Not covered by contractor)	_____	_____	_____	_____	_____
FUEL TRUCK W/OPERATOR (Daily Rate)*(average)	XXXX	XXX	_____	_____	_____
GARBAGE COLLECTION	_____	_____	_____	_____	_____
LAND USE AGREEMENTS	_____	_____	_____	_____	_____
GENERATORS/ELECTRICITY	XXX	_____	_____	_____	_____
LUBERS W/OPERATOR	XXX	XXX	_____	_____	_____
MECHANIC SERVICE TRUCK W/OPERATOR	XXXX	XXXX	_____	_____	_____
MEDI-VAC AMBULANCE	_____	_____	_____	_____	_____
MINOR MEDICAL TREATMENT (AMPC)	_____	_____	_____	_____	_____
MOBILE OFFICE UNITS	_____	_____	_____	_____	_____
MOTOR GRADERS (w/operator) (12 Hrs)*	XXXX	XXX	_____	_____	_____
PICKUP TRUCK-AGENCY (station/incident)	XX	_____	_____	_____	_____
PICKUP TRUCKS-PRIVATE W/Driver (12hrs)	XXX	XXX	_____	_____	_____
PORTABLE PUMPS	XX	XX	_____	_____	_____
PORTABLE SHOWERS (Approx \$XXX/shwr head)	_____	_____	_____	_____	_____
PORTABLE TOILETS INCLUDING SERVICE	_____	_____	_____	_____	_____
POTABLE WATER TRUCK (Daily rate)	XXXX	XXX	_____	_____	_____
REFRIGERATOR TRUCKS/TRAILER (No operator)	XXX	XX	_____	_____	_____
SUPPLIES FROM FIRE CACHE (\$XX/pers.day)	XX	_____	_____	_____	_____
TELEPHONE SERVICE	_____	_____	_____	_____	_____
WELDER TRUCK WITH OPERATOR	XXX	XXX	_____	_____	_____
OTHER	_____	_____	_____	_____	_____
<b>TOTAL PERSONNEL SUPPORT COSTS</b>				\$ _____	_____

\*Personnel Support Surcharge (\$XXX x total number of personnel) should be used in place of personnel support costs only when the support costs are not available.



**EXHIBIT 49**  
**STANDARD COST COMPONENTS - Continued**

**FIRE FIGHTING EQUIPMENT**

ENGINES FED TYPE 3 (3 person, 14 hrs)	XXXX	XXX	XXX	_____	_____
ENGINES FED TYPE 4 (3 person, 14 hrs)	XXXX	XXX	XXX	_____	_____
ENGINES CONT TYPE 1 (14 hrs)	XXXX			_____	_____
ENGINES CONT TYPE 2 (14 hrs)	XXXX			_____	_____
	XXXX			_____	_____
ENGINES CONT TYPE 3 (14 hrs)	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
	XXXX			_____	_____
ENGINES CONT TYPE 4 (14 hrs)	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
	XXXX			_____	_____
ENGINES CONT TYPE 5 (14 hrs)	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
	XXXX			_____	_____
ENGINES CONT TYPE 6 (14 hrs)	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
OTHER ENGINE CREW (Including engine)				_____	_____
	XXXX			_____	_____
DOZERS-CONTRACT (Avg 150-300+ HP 12 hrs)	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
FALLER & SWAMPER (W/saw & trans)	XXXX	XXX	XXXX	_____	_____
FALLER W/ SAW & TRANS (No Swamper)	XXXX	XXX	XXXX	_____	_____
TRANSPORTS/LOWBOYS-CONTRACT	XXX (Sgl)	XXXX (Dbl)	XXXX	_____	_____
	XXXX			_____	_____
WATER TENDER (Non-potable-cont 14 hrs)	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
BACKHOE	XX/HR		XXX	_____	_____
	XXXX			_____	_____
EXCAVATOR	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
	XXXX			_____	_____
FELLER BUNCHER	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
	XXXX			_____	_____
SLASHBUSTER	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
	XXXX			_____	_____
FORWARDER	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
	XXXX			_____	_____
SKIDDER	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
	XXXX			_____	_____
SKIDGINE (class 4 w/<800 gal)	(Sgl)	XXXX (Dbl)	XXXX	_____	_____
ATV's (4x4)	XXXX	XX	XX	_____	_____

**EXCLUSIVE USE HELICOPTERS\***

	Flight Rate HOURLY	Daily Availability	# OF UNITS	TOTAL COST
Type 1 Sikorsky/AirCrane	XXXX	XXXX	_____	_____
TYPE 2 204/205+/+212HP	XXXX - XXXX	XXX - XXXX	_____	_____
TYPE 3 407/L-4/B-2/B-3	XXXX	XXXX - XXXX	_____	_____
OTHER			_____	_____

**CALL WHEN NEEDED HELICOPTERS\***

TYPE 3 with FLIR			_____	_____
TYPE 1 214 <700 GAL 16+ SEATS	XXXX - XXXX	XXXXX - XXXXX	_____	_____
TYPE 2 204/5/12 300-700 GAL 10-15 SEATS	XXXX - XXXX	XXXX - XXXXX	_____	_____
TYPE 3 500-D, 206 100-300 GAL 5-9 SEATS	XXXX - XXXX	XXXX - XXXX	_____	_____
			\$ _____	

**FIXED WING AIRCRAFT\***

AIR TANKERS TYPE 1 DC-7, P-3	XXXX	XXXX - XXXX	_____	_____
AIR TANKERS TYPE 2, P-2V	XXXX	XXXX - XXXX	_____	_____
AIR TANKERS TYPE 3, S-2T			_____	_____
ASM/RECON PLANE (Air Attack)	XXX - XXXX	XXXX - XXXX	_____	_____

**RETARDANT\***

Delivered Price/Gallon	X		_____	_____
Undelivered Price/Gallon	X		_____	_____
Full Service Retardant Base			_____	_____
			\$ _____	

\*Due to the extreme variability of aircraft costs, these costs should be taken from the daily invoice rather than attempting to utilize these estimated rates.

TOTAL COSTS THIS DAY:	\$ _____
TOTAL COSTS OF FIRE FROM PREVIOUS DAYS:	\$ _____
TOTAL COST OF FIRE TO DATE (AS OF END OF PERIOD)	\$ _____

EXHIBIT 50  
COST MANAGEMENT MEASURES

Following are actions the IMT should take to help ensure cost management measures are in place:

Aircraft

- Track aircraft costs by individual resource to analyze use and cost benefit to incident.

Claims

- Ensure thorough investigation and documentation of actual and potential claims for and against the government.

Cooperative Agreements

- Ensure copies of cooperative agreements are available, are understood by the IMT, and provisions are implemented.
- Ensure all participating agencies understand the basis of and responsibility for payment of personnel, equipment, materials, and supplies per established agreements.

Equipment

- List equipment by type, in priority by unit cost and usage (operational periods), and share results with appropriate functions.
- Identify under-utilized equipment, e.g., aircraft, lowboys, buses, and water tenders, and share results with appropriate functions.
- Ensure pre- and post-use equipment inspection forms are prepared for all equipment to reduce claims.

Ensure controls are established for fuel and oil issues to equipment at the incident base, on the line and at remote sites, to properly document invoice deductions.

EXHIBIT 50 – ContinuedPersonnel

- Ensure procedures are in place to track, document, and approve excessive hours.
- Ensure time posted is in agreement with scheduled operational periods.
- Identify crew and equipment drop off and pick up points to facilitate timely pick up and drop off of resources. This also facilitates retrieval of missing or misplaced items.

Property Management

- Ensure controls are in place for issuance and return of accountable and durable property (for example, tools, shirts, headlamps, hard hats, and radios).
- Ensure approval for purchase of accountable property is in accordance with incident agency policy.
- Utilize law enforcement personnel for incident base and property security.

Support

- Ensure adherence to national contract specifications.

Follow supplemental food approval requirements (Chapter 20).

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:

EXHIBIT 51 - Continued

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.

EXHIBIT 51 - Continued

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	<u>54.72%</u>	<u>90.61%</u>
CDF	<u>45.28%</u>	<u>9.39%</u>
Total	100%	100%

EXHIBIT 51 – Continued

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 Floors, Suite 210  
Indo, CA 92201  
Telephone: (XXX) XXX-XXXX

Telephone: (XXX) XXX-XXXX

Date of this finalized agreement: 7/16/2007

Contacts are:

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

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

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

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

Attachments will follow, if applicable.

EXHIBIT 52

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or ([list other agreement and number](#)) between the Agencies listed.

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_

2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

3. Estimated Size \_\_\_\_\_ Acres at the time of this agreement.

4. Agency Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
 Agency Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
 Agency Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
 Agency Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
 Agency Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

5. This agreement becomes effective on: \_\_\_\_\_  
 \_\_\_\_\_

at \_\_\_\_\_ and remains in effect until amended or terminated.

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

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator	_____	_____
Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

7. Suppression action will be subject to the following special conditions and land management considerations: \_\_\_\_\_  
 \_\_\_\_\_

8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_  
 Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_



EXHIBIT 52 - Continued

SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

9. The Agency responsible for structural protection will be: \_\_\_\_\_  
\_\_\_\_\_

10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Cost Centers	Agency	Agency	Agency

12. Other conditions relative to this agreement (Notifications, incident information, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Signatures

_____ Agency	_____ Agency	_____ Agency	_____ Agency
_____ Signature	_____ Signature	_____ Signature	_____ Signature
_____ Title/Date	_____ Title/Date	_____ Title/Date	_____ Title/Date

List of Attachments (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## INSTRUCTIONS SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

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

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

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

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

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

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

List the appropriate personnel filling ICS positions on the fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
  - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
  - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
  - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
  - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
  - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.

Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

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

11. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
12. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

1 **OBJECTIVE**

2  
3 This chapter establishes business management guidelines for all-hazards  
4 incidents other than wildland fire. **Unless specifically notated in Chapter 90**  
5 **or prohibited by agency policy, all business practices addressed in Chapters**  
6 **10 through 80 apply to all-hazards incidents.**

7  
8 **AUTHORITIES**

9  
10 The authorities for federal agencies to respond to a Presidential emergency or  
11 major disaster declaration and other non-fire emergencies are contained in the  
12 following:

- 13  
14 • Robert T. Stafford Disaster Relief and Emergency Assistance Act  
15 (Stafford Act), P.L. 93-288, as amended – The Act is implemented  
16 through the National Response Framework (NRF or Framework). An  
17 annual appropriations bill gives federal agencies the authority to  
18 reimburse state and local governments.

19  
20 The President, in Executive Order 12148, delegated all functions,  
21 except those in Section 301, 401, and 409, to the Administrator, Federal  
22 Emergency Management Agency (FEMA).

23  
24 The NRF uses the foundation provided by the Homeland Security Act,  
25 P.L. 107-296 HSPD-5 and the Stafford Act to provide a  
26 comprehensive, all-hazards approach to domestic incident management.  
27 Nothing in the NRF alters the existing authorities of individual federal  
28 departments and agencies. **The NRF does not convey new authorities**  
29 **upon the Secretary of Homeland Security or any other federal**  
30 **official.**

31  
32 The National Response Framework can be found at  
33 <http://www.fema.gov/national-response-framework>.

- 34  
35 • The Post-Katrina Emergency Management Reform Act (PKEMRA) –  
36 Title VI of the Department of Homeland Security Appropriations Act,  
37 2007, Pub. L. 109-295, 120 Stat. 1355 (2006), clarifies and modifies  
38 the Homeland Security Act with respect to the organizational structure,  
39 authorities, and responsibilities of FEMA and the FEMA Administrator.

1 In addition to these modifications, PKEMRA made changes some  
2 appearing in the Homeland Security Act and the Stafford Act.  
3

- 4 • The Economy Act – 31 USC 1535-1536 (2005) authorizes federal  
5 agencies to provide goods or services, on a reimbursable basis, to other  
6 federal agencies when more specific statutory authority does not exist.  
7
- 8 • Service First Legislation – Public Laws 106-291 and 109-54 authorize  
9 the Secretaries of the Interior and Agriculture to make reciprocal  
10 delegations of their respective authorities, duties and responsibilities in  
11 support of the Service First initiative agency-wide to promote customer  
12 service and operational efficiency. Service First may be used in place  
13 or in addition to the Economy Act to expedite interagency cooperation.  
14
- 15 • The National Emergencies Act – 50 USC 1601-1651 (2005) establishes  
16 procedures for Presidential declaration of a national emergency and the  
17 termination of national emergencies by the President or Congress.  
18
- 19 • The Office of Federal Procurement Policy Act – 41 USC 428a (2004)  
20 authorizes emergency procurement authorities (1) in support of a  
21 contingency operation; or (2) to facilitate the defense against or  
22 recovery from nuclear, biological, chemical, or radiological attack  
23 against the United States. Also reference Federal Acquisition  
24 Regulation Part 18.2.  
25
- 26 • The Emergency Federal Law Enforcement Assistance Act (EFLEA) –  
27 42 USC 10501 (2006) authorizes the attorney general, in a law  
28 enforcement emergency and upon written request by a governor, to  
29 coordinate and deploy emergency federal law enforcement assistance to  
30 state and local law enforcement authorities.  
31
- 32 • National Oil and Hazardous Substances Pollution Contingency Plan.  
33 (NCP, 40 CFR 300) – The NCP provides the organizational structure  
34 and procedures for preparing for and responding to discharges of oil  
35 and releases of hazardous substances, pollutants, and contaminants.  
36 The NCP is required by section 105 of the Comprehensive  
37 Environmental Response, Compensation, and Liability Act of 1980  
38 (CERCLA), 42 U.S.C. 9605, as amended by the Superfund  
39 Amendments and Reauthorization Act of 1986 (SARA), P.L. 99-499,  
40 and by section 311(d) of the Clean Water Act (CWA), 33 U.S.C.  
41 1321(d), as amended by the Oil Pollution Act of 1990 (OPA), P.L.

1            101–380. The NCP identifies the national response organization that  
2            may be activated in response actions to discharges of oil and releases of  
3            hazardous substances, pollutants, and contaminants in accordance with  
4            the authorities of CERCLA and the CWA. It specifies responsibilities  
5            among the federal, state, and local governments and describes resources  
6            that are available for response, and provides procedures for involving  
7            state governments in the initiation, development, selection, and  
8            implementation of response actions, pursuant to CERCLA. The NCP  
9            works in conjunction with the National Response Framework through  
10           Emergency Support Function 10 – Oil and Hazardous Material  
11           Response.

### **DEFINITIONS**

14           Definitions used throughout this handbook are located in Appendix C -  
15           Glossary.

17           All-Hazards Incident – An incident, natural or man-made, that warrants action to  
18           protect life, property, environment, public health or safety, and minimize  
19           disruptions of government, social, or economic activities.

21           Emergency – Any incident, whether natural or man-made, that requires  
22           responsive action to protect life or property. Under the Robert T. Stafford  
23           Disaster Relief and Emergency Assistance Act, an emergency means any  
24           occasion or instance for which, in the determination of the President, federal  
25           assistance is needed to supplement state and local efforts and capabilities to save  
26           lives and to protect property and public health and safety, or to lessen or avert  
27           the threat of a catastrophe in any part of the United States.

29           Emergency Support Function (ESF) – Used by the federal government and many  
30           state governments as the primary mechanism at the operational level to organize  
31           and provide assistance. ESFs align categories of resources and provide strategic  
32           objectives for their use. ESFs utilize standardized resource management  
33           concepts such as typing, inventorying, and tracking to facilitate the dispatch,  
34           deployment, and recovery of resources before, during, and after an incident.

36           ESF Coordinator – The entity with management oversight for that particular  
37           ESF. The coordinator has ongoing responsibilities throughout the preparedness,  
38           response, and recovery phases of incident management.

39           ESF Primary Agency – A federal agency with significant authorities, roles,  
40           resources, or capabilities for a particular function within an ESF. A federal  
41

1 agency designated as an ESF primary agency serves as a federal executive agent  
2 under the Federal Coordinating Officer (or Federal Resource Coordinator for  
3 non-Stafford Act incidents) to accomplish the ESF mission.  
4

5 ESF Support Agency – An entity with specific capabilities or resources that  
6 support the primary agencies in executing the mission of the ESF.  
7

8 Federal Coordinating Officer (FCO) – The official appointed by the President to  
9 execute Stafford Act authorities, including the commitment of FEMA resources  
10 and mission assignment of other federal departments or agencies. In all cases,  
11 the FCO represents the FEMA Administrator in the field to discharge all FEMA  
12 responsibilities for the response and recovery efforts underway. For Stafford  
13 Act events, the FCO is the primary federal representative with whom the State  
14 Coordinating Officer and other state, tribal, and local response officials interface  
15 to determine the most urgent needs and set objectives for an effective response in  
16 collaboration with the Unified Coordination Group.  
17

18 Major Disaster – Under the Robert T. Stafford Disaster Relief and Emergency  
19 Assistance Act, any natural catastrophe (including any hurricane, tornado, storm,  
20 high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic  
21 eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause,  
22 any fire, flood, or explosion in any part of the United States that, in the  
23 determination of the President, causes damage of sufficient severity and  
24 magnitude to warrant major disaster assistance under the Stafford Act to  
25 supplement the efforts and available resources of states, local governments, and  
26 disaster relief organizations in alleviating the damage, loss, hardship, or  
27 suffering caused thereby.  
28

29 Mission Assignment – The mechanism used to support federal operations in a  
30 Stafford Act major disaster or emergency declaration. It orders immediate,  
31 short-term emergency response assistance when an applicable state or local  
32 government is overwhelmed by the event and lacks the capability to perform, or  
33 contract for, the necessary work.  
34

35 Pollution Response Funding Authorizations (PRFA) – The mechanism used to  
36 authorize funding for operations under the National Oil and Hazardous  
37 Substances Pollutions Contingency Plan, as directed by the US Coast Guard  
38 and/or the Environmental Protection Agency.

39 **PRESIDENTIAL EMERGENCY OR MAJOR DISASTER**  
40 **DECLARATION**



1  
2 **Process**

3  
4 The NRF identifies the coordinating agency and primary agency(s) responsible  
5 for each of the 15 Emergency Support Functions (ESF) outlined in the  
6 Framework. It also identifies the support roles of the various federal agencies  
7 assume under the Framework. The following are typical ESFs the federal  
8 wildland fire agencies may work under:  
9

10 ESF #4, Firefighting

11 The Forest Service (FS) is designated the ESF Coordinator and  
12 primary agency. For operations that occur in the State of Alaska, the  
13 FS remains the primary agency under the NRF, but works closely  
14 with the Department of the Interior (DOI), Bureau of Land  
15 Management (BLM) who serves as the operational lead for  
16 firefighting response.  
17

18 ESF #9, Search and Rescue

19 The DOI, National Park Service (NPS) is designated as a primary  
20 agency for inland/wilderness search and rescue.  
21

22 ESF #11, Agriculture and Natural Resources

23 The Department of Agriculture (USDA) is designated the ESF  
24 Coordinator and co-primary agency. The DOI is designated as co-  
25 primary agency.  
26

27 Both the Forest Service and Department of the Interior serve as support agencies  
28 to other ESFs, refer to the NRF for the support roles of the various Departments.  
29

30 The Federal Coordinating Officer (FCO) manages and coordinates federal  
31 resource support activities related to Stafford Act disasters and emergencies.  
32

33 The FCO and FEMA accomplish many of their tasks through mission  
34 assignments given to primary and supporting agencies. FEMA orders ESF  
35 assistance through a mission assignment, which identifies the mission and  
36 establishes expenditure limitations.  
37

38 For example, the agency could be tasked to accomplish a specific mission such  
39 as to operate a receiving and distribution center in support of a particular  
40 disaster. The agency would use its available resources, including those available  
41 through federal and state agreements, to complete the assignment.

1  
2 Mission assignments are accomplished utilizing resources obtained through  
3 established dispatch coordination concepts and processes. Procedures  
4 established in the National Interagency Mobilization Guide shall be followed in  
5 responding to disaster related emergencies under the NRF.  
6

7 **Non-Stafford Act Disasters**

8  
9 Consult agency specific guidelines for all-hazards responses not specifically  
10 covered by a Presidential emergency declaration. These guidelines should  
11 outline the level of response allowed and include any additional requirements.  
12

13 **PAY PROVISIONS**

14  
15 Federal employees responding to all-hazards assignments will follow procedures  
16 outlined in Chapter 10 of this handbook and applicable agency regulations.  
17

18 **Biweekly Earning Limitation**

19  
20 The biweekly earning limitation on premium pay contained in 5 CFR 550.105 is  
21 not automatically waived for DOI and USDA general schedule employees  
22 working in connection with all-hazards responses.  
23

24 The DOI and the USDA have the authority to declare an emergency situation for  
25 the purpose of waiving the biweekly overtime limitation (bi-weekly cap  
26 maximum earnings limitation {5CFR 550.106} or Fair Labor Standards Act  
27 {FLSA} exemption status {5 CFR 551.208d}). If an emergency is declared,  
28 departmental direction will be provided in writing.  
29

30 **Overtime**

31  
32 Public Law 106-558 does not apply to personnel involved in hurricanes, floods,  
33 non-fire FEMA incidents or other all-hazards assignments (Reference Chapter  
34 10). Exempt employees of the FS and the DOI have their overtime hourly rate  
35 capped at GS-10 Step 1, or their base rate of pay whichever is greater.

1 **Hazard Pay**

2  
3 Reference 5 CFR 550 to determine if hazard pay is applicable for general  
4 schedule employees. Reference 5 CFR 532 for information on environmental  
5 differential for wage grade employees. The specific reason for hazard pay or  
6 environmental differential must be listed on the Emergency Firefighter Time  
7 Report, OF-288, to assist home units in applying pay regulations.  
8

9 **Fair Labor Standards Act**

10  
11 Positions on all-hazards incidents that are not identified on the matrix found in  
12 Chapter 10 will be determined as exempt or nonexempt on a case-by-case basis  
13 by the home unit human resource management representative upon submission  
14 of a claim by the individual. Nonexempt individuals retain their nonexempt  
15 status regardless of the emergency work performed.  
16

17 **Travel**

18  
19 Travel is compensable under a Presidential emergency declaration since it results  
20 from an event that could not be scheduled or controlled administratively.  
21 Provisions outlined in Chapter 10, Travel and Related Waiting Time, apply to  
22 Presidential emergency declaration.  
23

24 Compensation for travel to other types of all-hazards incidents will be  
25 determined by agencies on a case-by-case basis. Contact your agency incident  
26 business representative for current direction.  
27

28 **ACQUISITION**

29  
30 Federal employees responding to all-hazards assignments will follow procedures  
31 outlined in Chapter 20 of this handbook and applicable agency regulations.  
32

33 **Purchase of Accountable/Sensitive Property**

34  
35 Accountable and/or sensitive property purchases should only be made by  
36 procurement personnel and must be documented appropriately (Reference  
37 Chapter 30). Follow agency specific guidelines as they relate to the purchase of  
38 accountable and/or sensitive property. **When assigned to an all-hazards  
39 incident, purchase documentation, and transfer of property must follow the  
40 tasking agency’s procedures.**

1    **PROPERTY MANAGEMENT**

2  
3    Federal employees responding to all-hazards assignments will follow procedures  
4    outlined in Chapter 30 of this handbook and applicable agency regulations.

5  
6    **BUSINESS COORDINATION**

7  
8    Federal employees responding to all-hazards assignments will follow procedures  
9    outlined in Chapter 40 of this handbook and applicable agency regulations.

10  
11    **COOPERATIVE RELATIONS**

12  
13    Federal employees responding to all-hazards assignments will follow procedures  
14    outlined in Chapter 50 of this handbook and applicable agency regulations.

15  
16    **ACCIDENT INVESTIGATION**

17  
18    Federal employees responding to all-hazards assignments will follow procedures  
19    outlined in Chapter 60 of this handbook and applicable agency regulations.

20  
21    **CLAIMS**

22  
23    Federal employees responding to all-hazards assignments will follow procedures  
24    outlined in Chapter 70 of this handbook and applicable agency regulations.

25  
26    **COST ACCOUNTING**

27  
28    The primary agency is responsible for providing cost tracking and reporting  
29    guidelines to incident management personnel.

30  
31    **PROCEDURES FOR REIMBURSEMENT**

- 32  
33    •    The primary agency is tasked by FEMA on a mission assignment. The  
34       primary agency can then subtask any needed support agencies to accomplish  
35       the mission, e.g., DOI, Department of Commerce.  
36    •    FEMA reimburses the primary agency upon receipt and examination of  
37       eligible, documented costs incurred.  
38  
39    •    Support agencies submit documentation of expenses for reimbursement to  
40       the primary agency following agency policy. The primary agency reviews

1 and approves billings by support agencies. The primary agency will notify  
2 the support agency in writing when the billing package has been approved.  
3 Refer to NRF, Financial Management Annex for direction.  
4

5 **Items Eligible for Reimbursement (Reference 44 CFR 206.8)**  
6

- 7 • Overtime, travel, and per diem of permanent federal agency personnel.  
8  
9 • Wages (regular time, overtime and premium pay), travel, and per diem, as  
10 appropriate, of temporary federal agency personnel, casuals, or non-federal  
11 cooperators assigned solely to perform the services required to execute the  
12 NRF or services directed by the FEMA Associate Director or FEMA  
13 Regional Director in the major disaster or emergency area designated by the  
14 FEMA Regional Director.  
15

16 Cost of work, services, and materials procured under contract for the  
17 purpose of providing assistance directed by the FEMA Associate Director or  
18 the FEMA Regional Director.  
19

- 20 • Cost of materials, equipment, and supplies (including transportation, repair,  
21 and maintenance) from regular stocks used in providing directed assistance.  
22  
23 • All costs incurred which are paid from trust, revolving, or other funds, and  
24 whose reimbursement is required by law.  
25  
26 • Other costs submitted by an agency with written justification or otherwise  
27 agreed to in writing by the FEMA Associate Director or the FEMA  
28 Regional Director and the agency.  
29

30 The FEMA will not reimburse agencies for accountable/durable property, e.g.,  
31 cache items, and the procuring agency will assume the cost of items not returned.  
32

33 The FEMA will consider reimbursement of agency charge card purchases only if  
34 the necessary supporting documentation is provided. All charges must be  
35 supported by an incident order and request number (resource order number).  
36 Agency procedures for establishing reimbursable charge codes should be  
37 followed.

**ACRONYMS**

1		
2		
3	AA	Agency Administrator
4	AD	Administratively Determined
5	OP	Operating Plan
6	APMC	Agency Provided Medical Care
7	APT	Administrative Payment Team
8	AR	Agency Representative
9	BAER	Burned Area Emergency Rehabilitation
10	BIA	Bureau of Indian Affairs
11	BLM	Bureau of Land Management
12	CA Forms	Compensation Act forms (CA-1, CA-2, CA-16, etc.)
13	CAT	Cost Apportionment Team
14	CFR	Code of Federal Regulations
15	CLMS	Claims Specialist
16	CMSY	Commissary Manager
17	CO	Contracting Officer
18	COMP	Compensation/Claims Unit Leader
19	COP	Continuation of Pay
20	COR	Contracting Officer's Representative
21	COST	Cost Unit Leader
22	COTR	Contracting Officer's Technical Representative
23	C #	Crew Resource Request Number
24	CTR	Crew Time Report
25	CWN	Call When Needed
26	DoD	Department of Defense
27	DOI	Department of the Interior
28	E #	Equipment Resource Request Number
29	EERA	Emergency Equipment Rental Agreement (OF-294)
30	EQTR	Equipment Time Recorder
31	ES	Emergency Stabilization
32	ESF	Emergency Support Function
33	FECA	Federal Employees Compensation Act
34	FEMA	Federal Emergency Management Agency
35	FLSA	Federal Labor Standards Act
36	FAR	Federal Acquisition Regulation
37	FS	Forest Service
38	FSC	Finance/Administration Section Chief
39	FWS	Fish and Wildlife Service
40	GS	General Schedule (Pay Plan)
41	GSA	General Services Administration

1	I-BPA	Incident Blanket Purchase Agreement (SF-1449)
2	IFP	Incident Finance Package
3	IMT	Incident Management Team
4	IAP	Incident Action Plan
5	IBA	Incident Business Advisor
6	IC	Incident Commander
7	ICS	Incident Command System
8	InciWeb	Incident Information System
9	INJR	Compensation for Injury Specialist
10	ISuite	Integrated Suite
11	JCC	Job Corp Center
12	LWOP	Leave Without Pay
13	M #	Medical Resource Order Number
14	MAFFS	Modular Airborne Fire Fighting System(s)
15	MRE	Meals Ready to Eat
16	NRF	National Response Framework
17	NIFC	National Interagency Fire Center
18	NICC	National Interagency Coordination Center
19	NPS	National Park Service
20	NWCG	National Wildfire Coordinating Group
21	O #	Overhead Resource Request Number
22	OF	Optional Form
23	OGC	Office of General Council (USDA)
24	OP	Operating Plan
25	OPF	Official Personnel Folder
26	OSHA	Occupational Safety and Health Agency
27	OWCP	Office of Workers' Compensation Programs
28	P.L.	Public Law
29	PROC	Procurement Unit Leader
30	PTRC	Personnel Time Recorder
31	ROSS	Resource Ordering and Status System
32	S #	Supply Resource Request Number
33	SF	Standard Form
34	TIME	Time Unit Leader
35	UOP	Unified Ordering Point
36	USC	United States Code
37	USDA	United States Department of Agriculture
38	YCC	Youth Conservation Corp
39	YOYP	You Order You Pay
40	WFDSS	Wildland Fire Decision Support System
41	WG	Wage Grade (Pay Plan)

- 1 WL Wage Leader (Pay Plan)
- 2 WS Wage Supervisor (Pay Plan)
- 3



1 **POSITION CODES**  
2  
3 Insert Position Codes here, for the most current list of position codes go  
4 to <http://iqcs.nwcg.gov>

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**EXTENDED WORK SHIFT AUTHORIZATION FORM**

**OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT  
AND/OR  
DEVIATION FROM 2:1 WORK REST POLICY**

Date:	Incident Number:	Incident Name:	Unit:
Incident Type:	Operational Period:	Incident commander:	IC Type (1-5)

**JUSTIFICATION**

Name of Individual(s) or Crew:

Describe the situation(s) that caused the work shift(s) to exceed 16 hours and provide justification(s). (See reverse for examples):

Date                      Hours in excess of 16

**MITIGATION MEASURES**

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

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

**SIGNATURE OF INCIDENT SUPERVISOR**

NAME:	TITLE:	DATE:
-------	--------	-------

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

NAME:	TITLE:	DATE:
-------	--------	-------

EXTENDED WORK SHIFT AUTHORIZATION FORM – Continued**OFFICIAL DOCUMENT FOR EXTENDED WORK SHIFT  
AND/OR  
DEVIATION FROM 2:1 WORK REST POLICY****JUSTIFICATION - EXAMPLES OF SITUATIONS CAUSING EXTENDED SHIFTS**

Travel time not administratively controllable.  
Mobilization and travel of resources to incident location or relocation to incident facilities.  
Establishing and maintaining administrative, planning, logistical support for incident.  
Evacuation, triage, structure protection, or emergency rescue.  
Establishing initial control lines of the fire  
Extended attack efforts to control potentially devastating incident activity.  
Incident unable to provide personnel with adequate food and lodging.  
Other/ Additional.

**MITIGATION MEASURES**

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK  
12.7-1 - Work/Rest Guidelines: Work/rest guidelines should be met on all incidents. Plan for and ensure that all personnel are provided a minimum 2:1 work to rest ratio (for every 2 hour of work or travel, provide 1 hour of sleep and/or rest).

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

RESOURCE EXTENSION REQUEST FORM

**Resource Extension Request Form**

**RESOURCE and INCIDENT INFORMATION:**

Resource Name: \_\_\_\_\_

Incident Name: \_\_\_\_\_ Incident #: \_\_\_\_\_ Request #: \_\_\_\_\_

Position on Incident: \_\_\_\_\_

**EXTENSION INFORMATION:**

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

Length of Extension and last work day:

Justification (Select from the list below):

- Life and property are imminently threatened,
- Suppression objectives are close to being met, or
- Replacement resources are unavailable or have not yet arrived.

**REQUESTED BY\* :**

Incident Supervisor: \_\_\_\_\_ Incident Position: \_\_\_\_\_

1) Resource or Resource Supervisor: \_\_\_\_\_

2) Incident Commander or Deputy: \_\_\_\_\_

3) Host GACC Coordinator on Duty: \_\_\_\_\_

4) Home Unit Supervisor: \_\_\_\_\_

5) Sending GACC Coordinator on Duty: \_\_\_\_\_

6) NICC (only if National Resource): \_\_\_\_\_

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

December 2011

HAZARD / ENVIRONMENTAL PAY MATRIX

<b>Activity</b>	<b>Entitlement To Hazard</b>	<b>Comments</b>
Fighting uncontrolled fire	Yes	
Delivering supplies to fireline	No	
Delivering personnel to fireline	No	
Any incident personnel visiting uncontrolled fireline	No	Not considered active firefighting
Safety personnel patrolling uncontrolled fireline	Yes	
Media tours to uncontrolled fireline	No	Not considered active firefighting
Search and rescue on uncontrolled fireline	Yes	
Limited control flights	Yes	
Parachute Jumps	No	Unless as part of a field testing program: refer to CFR
Piloting aircraft	No	
Hover hook-ups	Yes	
Working in rough/remote terrain	Yes	
Smoke exposure	No	No authority exists in CFR
Plastic Sphere Dispenser Operations	Yes	Applies to operator of dispenser *
Rappel/Short-haul/Hoist Operations	Yes	*
Cargo Letdown/Fast Rope Low-level Infrared Operations	Yes	Applies to operator *

HAZARD / ENVIRONMENTAL PAY MATRIX – Continued

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

Entitlement applies to WG/WL/WS and GS personnel unless specified otherwise.

Refer to the Interagency Incident Business Management Handbook, Chapter 10, Sections 12.9 and 12.10 for detailed guidance on pay percentages and exposure time frames.

CFR – Code of Federal Regulations. See CFR 550.901 through 550.907 for hazard pay/environmental differential.





LAND USE AGREEMENT CHECKLIST

**LAND USE AGREEMENTS**

**CHECKLISTS**

**AND**

**GENERAL GUIDANCE**

LAND USE AGREEMENT CHECKLIST – Continued**SCHOOLS, FAIRGROUNDS OR OTHER RELATED FACILITY CHECKLIST**

- Number of Classrooms
- Gym
- Cleaning/Janitorial/Custodial Services
- Use of Showers
- Government furnished supplies vs. Contractor furnished supplies.
- Phones
- Copiers
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- Availability
- AC/Heater operational or available
- Sprinkler System
- Reduce / increase costs when camp changes (i.e. from Type 1, 2, and 3) (reduce number of classrooms needed, area needed, buildings needed, etc.)
- Other prescheduled / concurrent uses of the facilities by owner
- Parking
- Athletic Fields

LAND USE AGREEMENT CHECKLIST – Continued**DIPPING SITES/PONDS CHECKLIST**

- Impact – amount of drawdown, site disturbance, etc.
- Fish
- Noxious Weeds
- Water (usage and/or replenishment)
- Water Rights (who owns the water)
- Fences
- Access
- Flight Path
- Livestock/Wildlife
- Loss of Foliage/Crop/Pasture
- Use of pumps or wells

LAND USE AGREEMENT CHECKLIST – Continued**IC CAMP/HELIBASE CHECKLIST**

- Access – roads, gates
- Noxious Weeds
- Fences / cattle guards / gates
- Livestock
- Flight Path
- Irrigation/Sprinkler System
- Spillage/Hazmat
- Hours of Operation
- Property Impact
- Re-seeding / de-compaction requirements
- Abandonment of improvements
- Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc.)

LAND USE AGREEMENT CHECKLIST – Continued**AIRPORTS CHECKLIST**

- Facilities Usage (except for federally funded runways, towers)
  - Check other FAA restrictions
- Landing Fee
- Fuel Fee (If Contractor provided)
- Security
- Flight Path
- Hazmat/Spillage
- Parking
- Availability
- Water/Electricity/Phones
- Portable Retardant Base
- Hours of Operation
- Access
- Check with Air Ops for further concerns

LAND USE AGREEMENT CHECKLIST – Continued**SITUATIONS *NOT* REQUIRING A LAND USE AGREEMENT**

- Federal Government land/facilities run by concessionaire
- Land/Facilities of other Federal agencies (would fall under Economy Act agreements)
- Land/Facilities of state and local governments (usually cooperative agreement)
- Non Wildland fire incidents, i.e. FEMA
- Direct fire suppression activity (fire line construction, back-burn, access to fire)
- Federally funded runways and towers (county/state/local)

LAND USE AGREEMENT CHECKLIST – Continued**LAND/FACILITY RESTORATION CONSIDERATIONS****(Items for COs to consider – not all items apply to every agreement)**

- Loss of crop/pasture – how many seasons
- Re-seeding / de-compaction requirements
- Noxious Weeds Abatement and Survey
- General clean-up (trash removal, final janitorial service, floor waxing, etc.)
- Re-sod of athletic fields
- Reconditioning floors (of gyms, carpet replacement, etc.)
- Pumping of septic systems (feasible to use system, or rely solely on port-a-potties?)
- Mending fences damaged during incident

LAND USE AGREEMENT CHECKLIST – Continued**CONSIDERATIONS FOR DETERMINING RATE**

- **BEFORE NEGOTIATING RATE:**
  - Determine ownership of land / facilities
  - Confirm owner's agent if applicable
  - Resources available to confirm ownership
    - City or County Tax Assessor's Office
    - Courthouse
- Private Campgrounds – what are average receipts / revenues for similar time period
- Historical record of rates for use in local area – local rangers may be good source
- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities
- Fairgrounds – were there any events cancelled or rescheduled to make them available?  
Cost of relocating and feeding of stock
- Are there vacant facilities held by other agencies available?
- Consider a not to exceed rate commensurate with property value
- Sources of market research:
  - banks
  - real estate offices
  - local employees
  - local assessor offices
  - local agency lands offices
  - newspapers
  - feed store bulletin boards
  - documentation at local offices from previous incidents





LAND USE AGREEMENT FORM – Continued

Page \_\_\_ of \_\_\_  
Agreement No: \_\_\_\_\_

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

LAND USE AGREEMENT FORM – Continued

<b>OWNER / OWNER'S AGENT SIGNATURE:</b>	<b>DATE:</b>	<b>CONTRACTING OFFICER'S SIGNATURE</b>	<b>DATE:</b>
<b>PRINT NAME AND TITLE:</b>		<b>PRINT NAME AND TITLE:</b>	
<b>PHONE NUMBER (if different from Owner's)</b>		<b>PHONE NUMBER:</b>	
Agreement No: _____ Page ____ of ____			
<b>PRE-USE INSPECTION:</b> Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.  _____ _____ _____ _____ _____ _____ _____			
Owner/Agent: _____ _____ (Print Name) (Print Name) Signature: _____ _____ Date: _____		Government Agent: _____ Signature: _____ Date: _____	
<b>POST-USE INSPECTION:</b> Description of photos (no digital) or condition immediately following the Government's occupancy.  _____ _____ _____ _____ _____ _____			
TOTAL AMOUNT DUE \$ _____  RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.  REMARKS:  Owner/Agent: _____ _____ (Print Name) Signature: _____ _____ Date: _____			
Government Agent: _____ (Print Name) Signature: _____ _____ Date: _____		Signature: _____ _____ Date: _____	

LAND USE AGREEMENT FORM – ContinuedFEDERAL ACQUISITION REGULATION (FAR) CLAUSES  
EMERGENCY FACILITIES AND LAND USE AGREEMENT**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items). (Jan 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (ii) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- (v) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (vii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (ii) [52.232-1](#), Payments (Apr 1984).
- (iii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
- (iv) [52.232-11](#), Extras (Apr 1984).
- (v) [52.232-25](#), Prompt Payment (Oct 2008).
- (vi) [52.233-1](#), Disputes (July 2002).
- (vii) [52.244-6](#), Subcontracts for Commercial Items (Jan 2011).
- (viii) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) [52.222-20](#), Walsh-Healey Public Contracts Act (Oct 2010) ([41 U.S.C. 35-45](#)) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).
- (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) [52.222-37](#), Employment Reports on Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).
- (vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351, et seq.](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

LAND USE AGREEMENT FORM – Continued

(viii) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#))

(Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(x) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003).

(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#).)

(2) Listed below are additional clauses that may apply:

(i) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) [FAR 52.252-2](#), *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

LAND USE AGREEMENT FORM – Continued

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all

reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)







DETERMINATION & FINDING

CONTRACTOR: \_\_\_\_\_

AGREEMENT NO: \_\_\_\_\_

The following equipment was used during the \_\_\_\_\_

Incident on the \_\_\_\_\_ (Agency) \_\_\_\_\_

(Unit) \_\_\_\_\_ (equipment make, model, and year) \_\_\_\_\_

\_\_\_\_\_

The equipment was hired by \_\_\_\_\_ on \_\_\_\_\_

to perform the following duties \_\_\_\_\_

\_\_\_\_\_

The Contractor claims that damage occurred as follows (summarize the event that caused the damage): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Resulting in the following damage (describe the equipment damage): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The claim amount requested is: \$\_\_\_\_\_

Contracting Officer's Finding: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Continue on attachment if necessary.

DETERMINATION AND FINDING – Continued

1. In accordance with OF-294, General Provisions, Clause No. 10 Loss, Damage, or Destruction; and/or \_\_\_\_\_  
\_\_\_\_\_

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



SAMPLE INCIDENT BUSINESS OPERATING GUIDELINES**INCIDENT BUSINESS OPERATING GUIDELINES**


---

(unit name)

Enclosed are Operating Guidelines for incident business administration activities on the \_\_\_\_\_. These guidelines are provided to support incident management team (IMT) operations and to provide consistency in incident business management operations throughout the unit. Deviation from these guidelines will be negotiated with the Incident Business Advisor (IBA) or Agency Administrator (AA) or Administrative Representative in advance.

**Incident Business Advisor**

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

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Work Phone #</u></b>	<b><u>Home Phone #</u></b>
--------------------	------------------------	----------------------------	----------------------------

An off-unit IBA may be resource ordered to assist the unit.

**Responsibilities**

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

In dealing with cost containment issues, it is important for the IBA to be a partner with the IMT and AA for effective cost containment balances, taking into consideration fire suppression tactics and strategies relative to the incident. This requires aggressive action to highlight inappropriate or questionable procurement requests as well as ineffective use of items under contract, plus

SAMPLE INCIDENT BUSINESS OPERATING GUIDELINES – Continued

exploration of alternatives, whereby joint IC, AA and IBA decision can be made.

**Organization and Communications**

Names of the individuals responsible for counterpart activities:

Acquisition (name, work phone, cell phone, home phone)

Property Management (name, work phone, cell phone, home phone)

Unit Dispatch (name, work phone, cell phone, home phone)

Injury Compensation (name, work phone, cell phone, home phone)

Claims (Property Loss/Damage) (name, work phone, cell phone, home phone)

At a minimum, the Finance/Administration Section Chief (FSC) and IBA will establish a set time for daily communications for information exchange and to report current progress of incident business management operations.

Note: It is recommended the IBA contact the FSC after the IMT has been notified of release from the incident, to ensure all financial documents are ready for transition to the incident agency, payment office or replacement IMT and to check on the status and condition of payments processed by the Finance/Administration Section. Follow-up will also be made following payments to provide information on fiscal, procurement, etc. insights.

The Procurement Unit Leader is responsible to communicate with the Supply Unit Leader and Buying Team leader throughout the incident.

The open flow of communication between these parties will facilitate acquisition needs and property tracking.

SAMPLE INCIDENT BUSINESS OPERATING GUIDELINES – Continued**Procurement**

The incident agency Administrative Representative provides the Finance/Administration Section with the Incident Service and Supply Plan. Incident agency acquisition staff is available to discuss information provided in the plan.

Service and Supply Plan to include:

- Acquisition Organization Chart including contact work and cell telephone numbers
- Emergency Service Providers (include Agency-Provided Medical Care information, if applicable)
- List of Emergency Equipment Rental Agreements (EERAS) (The IMT is responsible to request copies EERAs as necessary.)
- Supply/Service Vendors (include copies of Blanket Purchase Agreements)
- Local interagency agreements and operating plans
- Incident Agency and local unit procurement procedures
- Geographic Area Equipment Rates (Interagency Incident Business Management Handbook, Chapter 20)
- Maps - geographical information

Many of the normal restrictions on purchasing supplies and services apply when buying for incident operations. Some exceptions exist for emergency incident acquisition, e.g., commissary items and items in lieu of per diem necessary for operating an incident camp. Procurement personnel will consult with the IBA before purchasing such items.

Meal and motel tickets will be used and must be signed by both the procurement official and the individual(s) to which issued.

**Buying Unit Procedures**

Initially, incident agency acquisition staff provides acquisition support to the IMT.

The incident agency's Administrative Representative determines the need to resource order a Buying Team and may assign incident agency acquisition staff

SAMPLE INCIDENT BUSINESS OPERATING GUIDELINES – Continued

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

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

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

**Property Management**

The IMT is responsible to cost-effectively manage incident-assigned property, including establishing incident procedures for issuance and return of property.

The Buying Team Leader coordinates with IMT personnel to ensure tracking of sensitive, accountable property.

The IMT is responsible to ensure that property not returned is documented in accordance with incident agency procedures, including, but not limited to vendor invoice deductions, completion of property loss/damage forms.

Incident Replacement. All property treated as replacement will be so described on Agency specific forms, Waybill, or left on the incident for rehab or mop up (manifest to the incident unit). All property left on the unit at the close of the incident, will be properly temporarily transferred on the Agency's form.

**Commissary**

The incident agency approves the use of agency commissary.

The IMT may resource order a national contract commissary. The FSC is designated as the contract commissary Contracting Officer's Representative (COR) and will follow requirements and procedures established in the national commissary contract, including establishment of hours of operation, review/approval of items sold, completion of contractor performance evaluation, invoicing.

SAMPLE INCIDENT BUSINESS OPERATING GUIDELINES – Continued**Compensation for Injury and Agency-Provided Medical Care**

Incident agency's contact: (Name) Work telephone (###) ###-####. The IMT Compensation/Claims Unit Leader follows paperwork disposition procedures in the IIBMH.

All medical services, agency-provided medical care agreements, physicians, burn center, forms, etc., are included in the Service and Supply Plan that will be given to the Finance/Administration Section. If the plan is not readily available, contact the assigned Buying Unit or incident agency's acquisition staff for a copy of the information.

**Information Systems Management**

The incident agency will provide the requested computer needs available to them. Although the computer system may be used in support of the incident, it remains under the control of the incident agency's computer specialist and Administrative Representative.

Following is a list of (unit name) computer personnel and their home telephone numbers in contact order.

**Name****Phone****Shift****Payments**

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

Normally, the APT will be ordered for incidents expected to exceed 2 weeks in duration and the incident agency cannot provide payment support using regular payment procedures.

Prior to processing any payments, the APT meets with the incident agency's budget/fiscal staff to ensure procedures are in place to avoid duplicate payments.



SAMPLE INCIDENT BUSINESS OPERATING GUIDELINES – Continued

Depending on the length of the incident and size of vendor's operations, partial payments may be made on a case-by-case basis. All payment documents should be submitted as they are closed out for processing.

**Incident Agency Payments**

A representative from the budget/fiscal acquisition staff will visit Finance/Administration units to ensure accuracy of payment processes.

Invoices are to be forwarded to budget/fiscal or acquisition, as soon as completed, to ensure timely payment to vendors and contractors. Hand-deliver invoices upon incident closeout to the budget/fiscal unit. Ensure a Finance/Administration Section employee is available to discuss incomplete payments or those requiring additional clarification.

**End of Pay Period Time & Attendance Reports**

The IBA and FSC will determine the most efficient and effective means for processing/communicating pay information to home units at the end of each pay period.

**Law Enforcement**

All criminal investigations will be conducted by the assigned criminal investigators and law enforcement officers, and will be supervised by the Agency Law Enforcement Coordinator (name).

Incident assigned law enforcement personnel are responsible to complete other types of investigations (claims, motor vehicle accidents, etc.).

**Closeout**

The Incident Finance Package will meet the standards outlined in Chapter 40 of the Interagency Incident Business Management Handbook. The \_\_\_\_\_ (unit) also requires the following:

SAMPLE INCIDENT BUSINESS OPERATING GUIDELINES – Continued

1. xxxxx

2. xxxxx

3. xxxxx

The IBA and Administrative Representative will participate in the IMT exit interview. The IBA and Administrative Representative provide input to the Agency Administrator regarding IMT performance related to business management.



**COMPLEX, MERGE & SPLIT CONSIDERATIONS**

**Effects to Consider When Incidents Complex, Merge or Split**

#	Scenario	Issue	ROSS	I-Suite	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 ROSS import process	One instance of incident in database with multiple delivery locations. All financial transactions will be to one incident order and one fire code.	One 209 created.
2	One IMT managing multiple incidents	The incidents are complex	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 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 complex	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.
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) merges into primary – Generates new resource order primary incident resources. Cannot electronically split back out once merged.	Demob resources from non-primary fires and add to primary fire with new resource numbers. If merged in database, cannot split back out without a lot of manual work.	No effect – code from primary fire utilized	Accommodate for new resource order numbers and may still track fires individually	No effect as long as ROSS has merged the incidents and passed information to CBS	Aggregate merged fires on one 209. If each fire has an existing 209, finalize one 209 and use the other for the new merged fires (indicate merge in Remarks on both 209 for cross referencing).
6	Multiple incidents managed by one IMT – multiple IMTs maintaining integrity of individual fires	Not complex – same FireCode 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.

**COMPLEX, MERGE & SPLIT CONSIDERATIONS – Continued**

**Effects to Consider When Incidents Complex, Merge or Split**

#	Scenario	Issue	ROSS	I-Suite	FireCode	Effect	ICBS-R	ICS-209
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 FireCode 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 previously.
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 reassigned, setup the 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" incident's 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 FireCode when fire crosses jurisdictional boundaries – One FireCode 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).

ALL HAZARDS CHECKLIST**ALL HAZARD CHECKLIST****PRE-INCIDENT**

- Ensure access to Reference Library – Wildland Fire and All Hazard.\*
- Copies of Agreements (interagency, joint powers, cost share, cooperative, local, etc.)
- Copies of Emergency Planning Documents (Pandemic, Hurricane, All Hazard Response Guides, etc.) that are applicable, if any.
- Geographic Area Supplements

**ARRIVAL AT INCIDENT**

- Participate in any in-briefings regarding the incident response.
- Contact Numbers of Key Agency Fiscal Personnel/Assigned Liaison, if one assigned.
- Incident Agency Business Operating Guidelines.
- Copy of Incident Agency organization chart, telephone list.
- Copy Incident Action Plan.
- Copy Wildland Fire Situation Analysis (WFSA).
- Copy of Delegation of Authority.
- Determine how medical care being handled.
- Procedures for hiring and paying casuals.
- Determine ordering processes in place or anticipated (EMAC, FEMA.)
- Determine who and how incident procurements are being handled.
- Understand expenditure, purchasing and property restrictions.
- Determine Incident Agency Finance Package Guidelines.
- Determine the need to establish agreements with other Federal partners (i.e., incidents on Federal lands where another federal agency comes to assist.)
- Local area and state maps.
- Copy of Emergency Support Function, Regional Operations Center, Area Command, Incident Management Team (IMT) and Incident Agency Briefing schedules and conference call times.

ALL-HAZARDS CHECKLIST – Continued**DURING INCIDENT**

- Incident periods, FEMA declaration time frames.\*\*
- Copies of any FEMA Mission Assignment(s) (MA).\*\*
- Meet with Key Agency Personnel to discuss financial guidelines, issues and concerns.
- All Accounting Codes applicable to the incident response.\*\*
- Initiate incident cost accounting to meet agency reimbursement needs.
- ESF 4 – Organization Chart for the Incident, if applicable.
- ESF, Regional Coordinator Center or Joint Field Office Organization Chart with contact names and numbers, as needed.
- On-scene FEMA contact name(s) and numbers.

**POST INCIDENT**

- Participate in transition meeting with incoming/outgoing financial staff advisors.
- Close-out with Agency Administrator or designee.

\* Found in the Tool Kit of Interagency Incident Business Management Handbook or on-line at [www.nwcg.gov](http://www.nwcg.gov)

\*\* May also be obtained at incident arrival and/or need to check on an on-going basis for additions.

**DEFINITIONS**

Definitions contained in this chapter are used throughout the handbook. Specific definitions unique to a chapter are found within that chapter. For additional definitions refer to the *NWCG Glossary of Wildland Fire Terminology*.

**Accounting Code:** Agency-specific accounting data. Each agency assigns a specific accounting code to an incident.

**Administratively Determined (AD):** A person hired and compensated under the Pay Plan for Emergency Workers. Also known as casual or emergency firefighter.

**Administrative Payment Team (APT):** APTs support incident agencies by processing payments for resources, such as emergency equipment, casualties, local vendors for supplies, etc.

**Administrative Representative (AR):** Individual responsible for incident agency business management functions, such as personnel, procurement, fiscal, etc.

**Administrative Workweek:** Period of 7 consecutive calendar days designated in advance by the head of a department (5 U.S.C. 6101(a)).

**Agency Administrator (AA):** Managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Fire Chief, Police Chief.

**Area Command (AC):** An organization established to: 1) oversee the management of multiple incidents are each being handled by an incident management team (IMT) organization; or 2) to oversee the management of a very large incident that has multiple IMTs assigned to it. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources based on priorities, ensure incidents are properly managed, and objectives are met and strategies followed.

**Area Commander (ACDR):** The ICS position responsible for the overall direction of incident management teams assigned to the same incident or incidents in close proximity managed under Area Command. Position



1 responsibilities include ensuring conflicts are resolved, compatible incident  
2 objectives are established, and strategies are selected for the use of critical  
3 resources among assigned incident management teams.

4  
5 **Base Hours:** The number of hours in a daily tour of duty.

6  
7 **Basic Workweek:** Refers to the scheduled workweek of the employee  
8 (individual) at the home unit.

9  
10 **Burned Area Emergency Response (BAER) Team:** BAER teams are formed  
11 to analyze post-fire conditions and to take immediate emergency stabilization  
12 action to prevent loss of life and property, and critical and natural resources. It  
13 is the Agency Administrator's responsibility to order or designate a BAER  
14 Team.

15  
16 **Buying Team:** A team that supports incident procurement through the local  
17 administrative staff and is authorized to procure a wide range of services,  
18 supplies, and land and equipment rentals. In addition, the Buying Team  
19 Leader has the responsibility of coordinating property accountability with the  
20 supply unit leader.

21  
22 **Casual:** A person hired and compensated under the Pay Plan for Emergency  
23 Workers. Also referred to as Administratively Determined (AD) or Emergency  
24 Firefighter (EFF).

25  
26 **Complex:** Two or more individual incidents located in the same general area  
27 which are assigned to a single incident commander or unified command.

28  
29 **Contracting Officer (CO):** Agency personnel with specific delegation of  
30 procurement authority, also known as warranted contracting officer.

31  
32 **Contracting Officer's Technical Representative (COTR) / Contracting  
33 Officer's Representative (COR):** An individual designated by the contracting  
34 officer to provide technical support for the contract within specific authority and  
35 limitations as specified in the delegation. The COTR/COR must be agency  
36 certified.

37  
38 **Contractor:** Private sector personnel, vendor or business contracted to provide  
39 goods and services to a government agency.

40

1 **Cooperator:** Local agency or person who has agreed in advance to perform  
2 specified fire control services and has been properly instructed to give such  
3 service.  
4

5 **Emergency Equipment Rental Agreement (EERA):** An agreement written at  
6 an incident using an OF-294. The duration is for the length of the incident only.  
7

8 **Federal Wage System Employees:** Regular federal government employees  
9 who are compensated under the Federal Wage System. They are frequently  
10 referred to as wage grade (WG), wage leader (WL), or wage supervisor (WS)  
11 employees.  
12

13 **FireCode:** Unique code (alpha-numeric) assigned to wildland fires. One  
14 FireCode project number per fire is assigned for use by all 5 federal wildland  
15 firefighting agencies. Fire codes may be any combination of 4-digit alpha-  
16 numeric characters. Each agency's finance community incorporates the FireCode  
17 project number into the accounting code.  
18

19 **Fireline:** For purposes of pay administration for hazardous duty, a fireline is  
20 defined as the area within or adjacent to the perimeter of an uncontrolled  
21 wildfire of any size in which action is being taken to control fire. Such action  
22 includes operations, which directly support control of fire (e.g. activities to  
23 extinguish the fire, ground scouting, spot fire patrolling, search and rescue  
24 operations, and backfiring).  
25

26 **First Aid:** First aid is emergency care or treatment given to an ill or injured  
27 person before regular medical care can be obtained. First aid is generally  
28 provided by someone other than a physician. On incidents, most first aid is  
29 provided in the field or camp by Medical Unit personnel such as Emergency  
30 Medical Technicians (EMT).  
31

32 **General Schedule Employee:** A regular federal government employee who is  
33 compensated under the General Schedule (GS) Pay Plan.  
34

35 **Geographic Area:** A boundary designated by governmental agencies (wildland  
36 fire protection agencies) within which they work together for the interagency,  
37 intergovernmental planning, coordination, and operations leadership for the  
38 effective utilization of emergency management resources within their area.  
39 There are nine geographic areas. A listing of the areas can be found in the  
40 National Interagency Mobilization Guide, Chapter 20, section 21.1 along with  
41 listings of the Geographic Coordinating Areas and Geographic Area  
42 Coordination Centers. A listing of the areas can be found in the National

1 Interagency Mobilization Guide, Chapter 20.  
2 [www.nifc.gov/nicc/logistics/references.htm](http://www.nifc.gov/nicc/logistics/references.htm).

3  
4 **Home Unit:** For the purposes of this handbook, the employing office where the  
5 individual is regularly assigned or agency location where the individual is hired.

6  
7 **Incident:** An occurrence, either human-caused or natural phenomenon that  
8 requires action or support by emergency service personnel to prevent or  
9 minimize loss of life or damage to property and/or natural resources.

10  
11 **Incident Agency:** The organizational unit responsible for the incident  
12 operations, planning, logistics, and/or finance activities.

13  
14 **Incident Assignment:** An assignment to an incident (either human-caused or  
15 natural phenomenon) that requires a length of commitment.

16  
17 **Incident Blanket Purchase Agreement (I-BPA):** A preseason agreement for  
18 equipment, supplies, or services to be used on fire and all-hazards incidents,  
19 issued on an SF-1449 form. I-BPAs are awarded on a competitive basis using  
20 commercial item procedures.

21  
22 **Incident Business Advisor (IBA):** A liaison and advisor to the Agency  
23 Administrator (AA) or Area Commander (AC) who works directly for the AA or  
24 AC. The IBA serves as a bridge to the AA, incident management team and  
25 other incident support functions.

26  
27 **Incident Commander (IC):** The Incident Command System position  
28 responsible for overall management of the incident. The IC reports to the  
29 Agency Administrator for the agency having incident jurisdiction.

30  
31 **Incident Management Team (IMT):** The Incident Commander and  
32 appropriate command and general staff personnel assigned to an incident.

33  
34 **Incident Order Number:** The number assigned to an incident. This number  
35 follows a standard format where the first 2 letters indicate the state, the next 3  
36 letters are the incident agency, and the last 4-6 digits are agency assigned.  
37 Reference the National Interagency Mobilization Guide, Chapter 10 or Unit  
38 Identifiers found at <http://www.nifc.gov/nicc/logistics/references.htm>

39  
40 **Incident Support Cache:** Refers to type 1 (national interagency support  
41 cache), type 2 (national interagency support cache satellite), and type 3 (local  
42 interagency support cache). Caches may consist of a pre-determined

1 complement of tools, equipment and/or supplies stored in a designated location,  
2 available for incident use.

3  
4 **Incident Support Organization:** Includes any off-incident support provided to  
5 an incident. Examples would be agency dispatch centers, airports, mobilization  
6 centers, etc.

7  
8 **I-Suite:** The principle software application which supports core business  
9 functions for incident management (finance, plans, supply and medical).

10  
11 **Jurisdictional Agency:** The agency having land and resource management  
12 responsibility for a specific geographical or functional area, as provided by  
13 federal, state, or local law.

14  
15 **Local Resource:** Resources within a dispatch center's area of responsibility.

16  
17 **Off Shift:** Non-compensable time, e.g., eating, sleeping or other activities of a  
18 personal nature.

19  
20 **On Shift:** Time of actual work, ordered standby, or compensable travel with a  
21 specific start and ending time.

22  
23 **On-Call:** An employee will be considered off duty and time spent in an on-call  
24 status shall not be considered hours of work if: 1) The employee is allowed to  
25 leave a telephone number or to carry an electronic device for the purpose of  
26 being contacted, even though the employee is required to remain within a  
27 reasonable call-back radius; or 2) The employee is allowed to make  
28 arrangements such that any work which may arise during the on-call period will  
29 be performed by another person. (Reference 5 CFR 551.431(b)(1-2)). Specific  
30 state pay guidelines for non-pay status shall apply for state employees.

31  
32 **Operational Period:** The period of time scheduled for execution of a given set  
33 of tactical actions, which may be specified in the Incident Action Plan.

34  
35 **Ordered Standby:** An employee is on duty, and time spent on standby duty is  
36 hours of work if, for work-related reasons, the employee is restricted by official  
37 order to a designated post of duty and is assigned to be in a state of readiness to  
38 perform work with limitations on the employee's activities so substantial the  
39 employee cannot use the time effectively for his or her own purposes. A finding  
40 that an employee's activities are substantially limited may not be based on the  
41 fact that an employee is subject to restrictions necessary to ensure that the  
42 employee will be able to perform his or her duties and responsibilities, such as

1 restrictions on alcohol consumption or use of certain medications (5 CFR  
2 551.431(a) (1)).

3  
4 **Prescribed Fire:** Any fire ignited by management actions to meet specific  
5 objectives. A written, approved prescribed fire plan must exist, and NEPA  
6 requirements (where applicable) must be met, prior to ignition.

7  
8 **Prevention Team:** A Prevention Team provides support to fire prevention and  
9 wildland fire educational needs preceding and during periods of high wildland  
10 fire danger or prescribed fire activity. The teams provide assistance to wildland  
11 fire managers with coordination of fire loss mitigation efforts with public, state  
12 or local agencies.

13  
14 **Procurement Officer:** Agency personnel with specific delegation of  
15 procurement authority, acting within the limits of agency policy of said  
16 authority.

17  
18 **Protecting Agency:** The agency responsible for providing direct incident  
19 management to a given area pursuant to a cooperative agreement, contract, or  
20 other authority.

21  
22 **Regular Government Employees:** Includes all individuals hired under  
23 authorities other than the AD Pay Plan for Emergency Workers. Federal general  
24 schedule and federal wage system employees are included in this category.

25  
26 **Remote Assignment:** An off-site/remote assignment is work performed by an  
27 individual employee in support of an incident while remaining at the employee's  
28 duty station or other designated off-site location.

29  
30 **Resource Order Number/Request Number:** As resources are ordered to  
31 respond to an incident, Resource Order Numbers (occasionally referred to as a  
32 request number) are issued. The order number includes the incident number, an  
33 alpha character (S = Supplies, E = Equipment, O = Overhead, A = Aircraft, C =  
34 Crews, M = Agency Provided Medical Care) followed by a sequential number  
35 (e.g., MT-LNF-076, O-95). Since the Incident Order Number remains the same,  
36 usually only the alpha character and sequential number are shown. (Reference  
37 the National Interagency Mobilization Guide, Chapter 10)  
38 [www.nifc.gov/nicc/logistics/references.htm](http://www.nifc.gov/nicc/logistics/references.htm)

39  
40 **Severity Funding:** Suppression funds used to increase the level of  
41 presuppression capability and fire preparedness when predicted or actual

1 burning conditions exceed those normally expected, due to severe weather  
2 conditions.

3  
4 **Spot Change:** The second continuous day of an incident, a regular government  
5 employee's normal daily tour of duty is "spot changed" to where the first 8, 9, or  
6 10 hours worked are base hours.

7  
8 **Supporting Agency:** An agency providing suppression or other support and  
9 resource assistance to a protecting agency.

10  
11 **Timekeeping:** Tracking on-shift time of incident resources. Timekeeping is  
12 accomplished on the Crew Time Report, SF-261, or the Emergency Equipment  
13 Shift Ticket, OF-297.

14  
15 **Time Recording:** Recording all time presented by others. Personnel time  
16 recorders record time from the Crew Time Report, SF-261, to the Emergency  
17 Firefighter Time Report, OF-288. Equipment time recorders record time from  
18 the Emergency Equipment Shift Ticket, OF-297, to the Emergency Equipment  
19 Use Invoice, OF-286.

20  
21 **Tour-of-duty:** The hours of a day (a daily tour of duty) and the days of an  
22 administrative workweek (a weekly tour of duty) that constitutes an employee's  
23 regularly scheduled administrative workweek.

24  
25 **Unit Identifier:** A code used within the interagency wildland fire community to  
26 uniquely identify a particular government organizational unit or a non-  
27 government organization recognized by NWCG as a wildland fire cooperator.

28  
29 **Warrant:** The official delegation of authority to contracting officers and  
30 procurement officers establishing the dollar amount and type limits for  
31 acquisitions.

32  
33 **Wildland Urban Interface (WUI):** The line, area, or zone where structures  
34 and other human development meet or intermingle with undeveloped wildland  
35 or vegetative fuels.

36  
37 **WFDSS:** This system assists fire managers and analysts in making strategic and  
38 tactical decisions for fire incidents. It has replaced the WFS (Wildland Fire  
39 Situation Analysis), Wildland Fire Implementation Plan (WFIP), and Long-  
40 Term Implementation Plan (LTIP) processes with a single process that is easier  
41 to use, more intuitive, linear, scalable, and progressively responsive to changing  
42 fire complexity. WFDSS integrates the various applications used to manage

- 1 incidents into a single system, which streamlines the analysis and reporting
- 2 processes.