

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

Sponsored by
United States
Department of Agriculture

United States
Department of the Interior

National Association of
State Foresters



Interagency Incident Business Management Handbook

**NWCG Handbook 2
PMS 902
NFES 2160**

APRIL 2004

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INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

ZERO CODE

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INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

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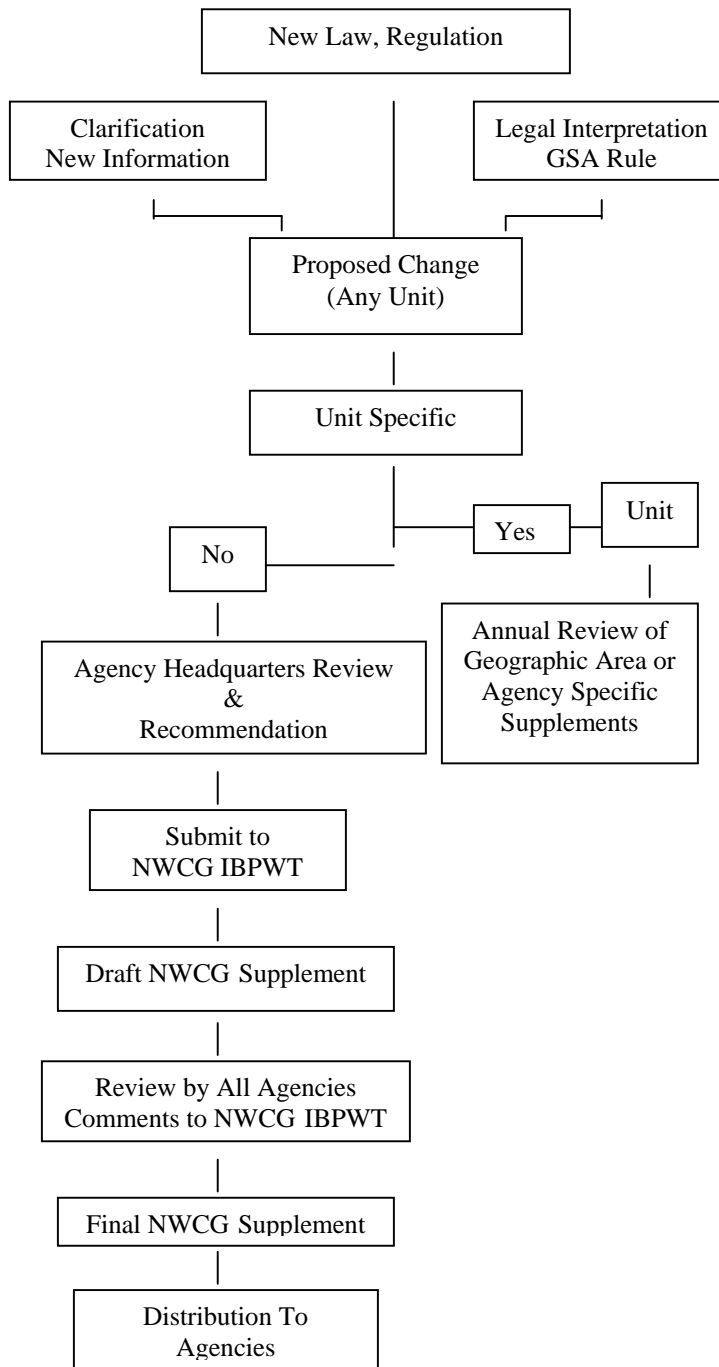
01 – AUTHORITY. This handbook was developed under the auspices of the National Wildfire Coordinating Group (NWCG). The NWCG was formed March 18, 1976, by cooperative agreement between the Secretaries of Agriculture and the Interior.

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

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

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

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



04 – RESPONSIBILITIES.

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

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

1. Accounting Code. Agency-specific accounting data. Each agency assigns a specific accounting code to an incident.
2. Administrative Payment Team (APT). APT's support incident agencies by processing payments for resources, such as emergency equipment, casualties, local vendors for supplies, etc.
3. Administrative Representative. Individual responsible for incident agency business management functions, such as personnel, procurement, fiscal, etc.
4. Administrative Workweek. Period of seven consecutive calendar days designated in advance by the head of a department (5 U.S.C. 6101(a)).
5. Agency Administrator (AA). The individual responsible for an established organizational unit, such as Forest Supervisor for the Forest Service, Field Office Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, Refuge Manager for Fish and Wildlife Service, or state agency equivalent.
6. Area Command. An organization established to oversee the management of multiple incidents that are each being handled by an incident management team organization or to oversee the management of a very large incident that has multiple IMTs assigned to it.

7. Area Commander (AC). The individual responsible for overall management of an established area command.
8. Base Hours. The number of hours in a daily tour of duty.
9. Basic Workweek. Refers to the scheduled workweek of the employee (individual) at the home unit.
10. Burned Area Emergency Rehabilitation (BAER). BAER teams are formed to take immediate action to prevent soil, water, and ecosystem resource damages and ensure all National Environmental Protection Act compliances are met. Appropriation usage can vary from agency to agency for BAER work. BAER teams should request direction from the incident agency in order to ensure the correct usage of funds for BAER team participation.
11. Buying Team. Buying teams support incident procurement through the local administrative staff by procuring a wide range of services and supplies as well as renting land and equipment.
12. Casual. A person hired and compensated under the Pay Plan for Emergency Workers. Also referred to as emergency firefighter (EFF), AD, and emergency worker.
13. Contracting Officer (CO). Agency personnel with specific delegation of procurement authority, also known as warranted contracting officer.
14. Contracting Officer's Representative (COR). An individual designated by the contracting officer to serve as CO representative in matters dealing with contract administration.
15. Contractor. Private sector personnel, vendors or businesses contracted to provide goods and services to a government agency.
16. Cooperator. An agency with whom resources are shared as authorized in a cooperative agreement.
17. FireCode. One FireCode project number per fire is assigned for use by all five federal wildland firefighting agencies. Fire codes may be any combination of four digit alpha-numeric characters. Each agency's finance community incorporates the FireCode project number into the accounting code.
18. Fireline. For purposes of pay administration for hazardous duty, a fireline is defined as the area within or adjacent to the perimeter of an uncontrolled wildfire of any size in which action is being taken to control fire. Such action includes operations, which directly support control of fire (e.g. activities to extinguish the fire, ground scouting, spot fire patrolling, search and rescue operations, and backfiring).

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

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

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

22. Incident. An occurrence, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

23. Incident Agency. The organizational unit responsible for the incident planning, logistics, and/or finance activities.

24. Incident Business Advisor (IBA). A liaison and advisor to the agency administrator (AA) or area commander (AC) who works directly for the AA or AC. The IBA serves as a bridge to the AA, incident management team and other incident support functions.

25. Incident Commander (IC). The individual responsible for overall management of the incident. The IC reports to the Agency Administrator for the agency having incident jurisdiction.

26. Incident Management Team. The incident commander and command and general staff personnel assigned to an incident.

27. Incident Order Number. The number assigned to an incident. This number follows a standard format where the first 2 letters indicate the state, the next 3 letters are the incident agency, and the last 4-6 digits are agency assigned. (See the National Interagency Mobilization Guide, NFES 2092, Chapter 10, Section 13.2 or Unit Identifiers, NFES 2080.)

28. Incident Support Unit. Administrative and support units that are ordered by and reports to the agency administrator or designee, (e.g., expanded dispatch, buying team, administrative payment team).

29. Jurisdictional Agency. The agency having land and resource management responsibility for a specific geographical or functional area, as provided by federal, state, or local law.

30. Local Resource. Resources within a dispatch center's area of responsibility.

31. NWCG Geographic Area. A political boundary designated by the wildland fire protection agencies, where these agencies work together in the coordination and effective utilization of resources within their boundaries. The National Interagency Mobilization Guide, Chapter 20, Section 21.1, identifies the area encompassed by the eleven NWCG Geographic Areas.

32. Off Shift. Non-compensable time, (e.g., eating, sleeping or other activities of a personal nature).

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

34. On-Call. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if: (1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or (2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person. (5 CFR 551.431(b) January 2003 edition)

35. Operational Period. The period of time scheduled for execution of a given set of tactical actions, which may be specified in the Incident Action Plan.

36. Ordered Standby. An employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications. (5 CFR 551.431(a)(1) January 2003 edition)

37. Prescribed Fire. Any fire ignited by management actions to meet specific objectives. Also referred to as management ignited.

38. Prevailing Rate Employees. Employees who are compensated under the Federal Wage System. They are frequently referred to as wage grade (WG), wage leader (WL), or wage supervisor (WS) employees.

39. Prevention Teams. Prevention Teams provide support to fire prevention and wildland fire educational needs preceding and during periods of high wildland fire danger or prescribed fire activity. The teams provide assistance to wildland fire managers with coordination of fire loss mitigation efforts with public, state or local agencies.

40. Procurement Officer. Agency personnel with specific delegation of procurement authority, acting within the limits of agency policy of said authority.

41. Protection Agency. The agency responsible for providing direct incident management to a given area pursuant to a cooperative agreement, contract, or other authority.

42. Regular Government Employees. Includes all those people hired under authorities other than the Pay Plan for Emergency Workers. Federal general schedule and prevailing rate employees are included in this category.

43. Resource Order Number/Request Number. As resources are ordered to respond to an incident, Resource Order Numbers (occasionally referred to as a request number) are issued. The order number includes the incident number, an alpha character (S = Supplies, E = Equipment, O = Overhead, A = Aircraft, C = Crews, M = Agency Provided Medical Care) followed by a sequential number (e.g., MT-LNF-076, O-95). Since the Incident Order Number remains the same, usually only the alpha character and sequential number are shown. (National Interagency Mobilization Guide, Chapter 10, Section 13.2.)

44. Severity Funding. Suppression funds may be used to increase the level of presuppression capability and fire preparedness when predicted or actual burning conditions exceed those normally expected, due to severe weather conditions.

45. Spot Change. The second continuous day of an incident, a regular government employee's normal daily tour of duty is "spot changed" to where the first 8, 9, or 10 hours worked are base hours.

46. Supporting Agency. An agency providing suppression or other support and resources to the protection agency. Services and support provided must be covered under an agreement, lease or other contractual document.

47. Timekeeping. Tracking on-shift time of incident resources by the supervisor. Timekeeping is accomplished on the Crew Time Report, SF-261, or the Emergency Equipment Shift Ticket, OF-297.

48. Time Recording. Recording all time presented by others. Personnel time recorders record time from the Crew Time Report, SF-261, to the Emergency Firefighter Time Report, OF-288. Equipment time recorders record time from the Emergency Equipment Shift Ticket, OF-297, to the Emergency Equipment Use Invoice, OF-286.

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

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

51. Wildland/Urban Interface (WUI). The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels (as defined in NWCG Glossary of Wildland Fire Terminology, PMS 205).

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

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

11.04 – Responsibilities.

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

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

The agency that establishes the crew agreement is responsible to:

1. Identify incident behavior expectations.
2. Document consequences for inappropriate behavior in the crew agreement.
3. Ensure incident behavior expectations are provided to crew personnel.

4. Establish procedures to document acknowledgement of receipt of this information by crew personnel.

Agencies may choose to utilize the Incident Behavior Form (PMS 935) found in Section 13.6 Exhibit 13.)

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

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

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

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

11.2 – Casuals. Single resource casuals may be hired locally or through state employment offices. Hiring of casuals through a state employment office shall be in accordance with an agreement and understanding reached prior to the incident on hiring methods and procedures for casuals. Hiring units must adhere to the provisions in the Pay Plan for Emergency Workers when hiring casuals.

Individuals who are not United States citizens may be hired and paid as casuals for the duration of an incident (Comp. Gen. B-146142, 6/22/61). The Immigration Reform and Control Act of 1986 (Simpson-Rodino Act) requires completion of an Employment Eligibility Verification, I-9 (8 CFR 274a2). Non U.S. citizens must have an Individual Taxpayer Identification Number (ITIN). Individuals can obtain an ITIN by completing an application for IRS Individual Taxpayer Identification Number, W-7. The individual submits the W-7 to the local IRS office. It may take up to 30 days for the IRS to issue an ITIN.

Hiring officials will complete the Single Resource Casual Hire Information Form (PMS 934) at the time of hire and obtain the casual's signature. Attach the original form to the Emergency Firefighter Time Report, OF-288, retain a copy for the hiring unit and provide a copy to the casual. This form is not required when hiring crews. (See Section 13.6 Exhibit 14.)

If the requesting incident agency has identified on the resource order that electronic devices such as cell phones, etc. are required to accompany the ordered individual, the hiring official will assist the individual with obtaining government issued or acquired property prior to dispatch. If the hiring unit is unable to provide government

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

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

Federal and state income taxes will be withheld from casual's earnings. Casuals must be provided the opportunity to complete appropriate federal (Employees Withholding Allowance Certificate, W-4, Earned Income Credit Advance Payment Certificate, W-5, and state income tax withholding forms at the time of hire. Casuals should complete appropriate federal and state tax-withholding forms to ensure the correct amount of federal and state tax is withheld.
(See Section 13.3-2.)

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

Hiring Units are responsible to provide the Incident Behavior form to single resource casuals, ensure the casual signs the form, retain the original form and provide the casual with a copy. An Incident Behavior form (PMS 935) is required at the time of hire for each incident. (See Section 13.6 Exhibit 15.)

The Area Commander, Type 1 and Type 2 Incident Commander and Deputy Incident Commander are key positions and may only be filled by current agency employees.

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

Casuals hired under the Pay Plan for Emergency Workers cannot supervise, hire, order or recommend payments that in any way affect a company or contractor that the casual has ownership or employment with, or perform any other financial responsibilities to, or for, the company or contractor on an incident. If such working conditions exist on an incident or other work place, the casual is to immediately disclose their relationship with the company, or contractor, to their immediate supervisor, the Agency Administrator, Incident Business Advisor or Finance/Administration Section Chief for immediate action.

Persons hired as casual firefighters must meet the following requirements:

1. Be at least 18 years old.

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

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

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

11.2-2 – Hiring of 16 and 17 Year Olds. In accordance with applicable state and federal laws, 16 and 17 year old persons may be hired. Obtain incident agency policies (state or federal) for hiring regulations.

11.2-3 – Hiring of Federal Retirees. Federal retirees may be hired as casuals under the Pay Plan for Emergency Workers without any reduction of their annuity. They must meet the same hiring requirements as any other casual.

11.2-4 – Senior Community Service Employment Program (SCSEP) Enrollees. Enrollees may be hired as casuals and paid under the Pay Plan for Emergency Workers.

11.2-5 – Volunteers Under Formal Agreement. Volunteers may be hired as casuals for an incident. While in casual pay status, the provisions of the volunteer agreement do not apply.

11.2-6 – Using Regular Government Employees From Other Federal Agencies. It is permissible to hire and utilize regular government employees from any federal agency as a casual while they are in a nonpay status (e.g., leave without pay, furlough, and regularly scheduled days off). See agency specific directives or policy for guidance.

11.3 – Cooperators.

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

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

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

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

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

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

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

Time reports for permittees should be marked "Permittee" and reference to the document in which special fire assistance conditions are contained. Example: "Permittee - J.A. Jones, Timber Sale, 7/7/XX".

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

12.04 – Responsibilities.

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

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

Incident Assignment. Personnel assigned to an incident (either human-caused or natural phenomena) that requires a length of commitment in accordance with work/rest guidelines (see Section 12.7-2).

12.1 – One-Day Assignments From 0001 to 2400 Hours. Usually no changes are made in an individual's regularly assigned tour of duty when the emergency incident assignment, including travel, is contained within one calendar day (0001 to 2400 hours). In unusual circumstances, the regularly assigned tour of duty may be changed to a first 8, 9, or 10 hour assignment. All compensable hours are covered under the provisions of Title 5 U.S.C. and the Fair Labor Standards Act (FLSA).

12.1-1 – Multiple-Day Assignments.

1. Guaranteed Hours on an Incident Assignment. Every day is considered a workday during an incident assignment until the assignment is over or the individual is officially released from the incident. (This includes personnel assigned to support an incident or multiple incidents from a location other than the incident camp, such as dispatchers, Buying Teams, Payment Teams, Incident Business Advisors, and Pilots). Therefore, Saturday, Sunday, or other scheduled days off are also considered workdays during the period of the incident as long as the individual is working on the incident assignment. All individuals are ensured pay for base hours of work, travel, or standby at the appropriate rate of pay for each workday. This is true for part-time and intermittent individuals as well. Exception: When personnel are required to take a mandatory day off which falls on their normal day off, there will be no pay compensation.

Record “Day Off” (to signify mandatory day off) in the hour’s column on the Crew Time Report, SF-261, and the Emergency Firefighter Time Report, OF-288.

Those individuals under a compressed 9-hour or 10-hour work schedule are ensured of at least 9 or 10 hours pay per day on days corresponding to their weekly tour of duty.

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

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

2. Spot Change Tour of Duty. After the first day on an incident, individuals are spot changed to a first 8, 9, or 10 hour daily tour of duty, depending upon their weekly tour of duty. The individual resumes their normal daily tour of duty on the day following return from the incident.

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

3. Differentials for Regular Federal Employees.

A. Night Work on the Incident. A regular government employee who has been spot changed to a first 8, 9, or 10 hour daily tour of duty is entitled to night differential pay for all non-overtime hours worked between 1800 and 0600 hours. (Comp. Gen. B-193068, 5/22/84.) When prevailing rate employees (WG) work nights, refer to normal shift requirements.

B. Retaining Regular Night Differential on the Incident. Prevailing rate employees whose daily tour of duty at the home unit includes a shift differential will continue to receive the differential while assigned to the incident even though the temporary assignment does not include night work. General schedule employees are not entitled to retain night differential pay on the incident.

C. Retaining Sunday Differential on the Incident. Temporary changes in the daily tour of duty do not change the days of an individual's weekly tour of duty. Individuals who are entitled to a Sunday differential during their weekly tour of duty at the home unit retain the Sunday differential while assigned to the incident.

Individuals whose weekly tour of duty does not include Sunday differential may not be paid Sunday differential on the incident.

D. Scheduled Overtime. Both prevailing rate (WG) and general schedule employees (GS), who are regularly compensated for scheduled overtime, lose this entitlement when spot changed to a first 8, 9, or 10 hour daily tour of duty.

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

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

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

2. Return Outside Individual's Weekly Tour of Duty. If the last day of the incident is not part of the individual's weekly tour of duty, the individual is compensated only for those hours in actual work or compensable travel as defined in Section 12.3--7. Compensation will be under Title 5 U.S.C. or FLSA as appropriate.

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

The individual returns to the regularly scheduled daily tour of duty on the next work day after emergency incident work or return travel. (See Spot Change, Section 12.1-1--2.)

12.1-3 – Detail Assignments. Agencies may enter into agreements to provide personnel for extended periods of time to meet staffing needs. This may be done through an interagency agreement or through the use of the Preparedness/Detail request (Mobilization Guide, Chapter 20). A detail assignment in this context does not require a formal personnel action. Personnel on a detail assignment are compensated under normal regulations including pay for travel, overtime, and per diem. Personnel are under their normal tour of duty, unless this has been changed between agreement of the requesting unit and home unit. Personnel are not considered to be on an incident assignment and are not compensated for normal days off if not performing work.

12.2 – On-Shift Time. On-shift time includes actual work, ordered standby, and compensable travel. On-shift time has a specific start and ending time and is recorded as

clock hours. Individuals are required to report to their designated work site as scheduled, ready and willing to perform work safely.

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

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

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

When in non-duty status, an individual may be compensated for travel from home to the incident when that is a more direct route and only for the time that exceeds the normal time from home to work (See 5 CFR 550.112. (j)(2)).

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

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

1. Ordered Travel. All hours of actual travel are compensable. This includes traveling from a sleeping facility to the work site (e.g., incident base, fireline, dispatch office, buying team location). There is no limitation on hours, except for waiting time and meal breaks as provided in Number 2 and Number 3 below.
2. Travel Interruptions. Employees are in compensable travel status for only actual travel and for “usual waiting time” which interrupts travel. Usual waiting time is defined as time necessary to make connections in ordinary travel situations and travel interruptions as delays when waiting at the airport terminals due to hazardous weather, heavy holiday traffic, airline mechanical problems, etc.

Travel interruptions during a period of continuous travel are compensable up to 3 hours as overtime if the travel time occurs outside of the regular tour of duty, except as noted in 12.3--3, Meal Breaks. Travel interruptions exceeding 3 hours (per one-way trip, to or from the destination) where individuals are free to sleep, eat, or, to a limited degree, pursue personal activities including waiting at an airport or other transportation site, are not compensable, and must be shown on the Crew Time

Report, SF 261, as a travel interruption. In addition, the 3 hour maximum limitation applies even when the one-way trip spans two calendar days. (50 Comptroller General Decision (CG) 519, 1/26/1971)

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

3. Meal Breaks. Time spent eating during travel interruptions is noncompensable (e.g., eating while waiting in an airport or stopping at a restaurant), and must be shown as a break on the Crew Time Report, SF-261. Time spent eating while traveling in a plane, bus, or other vehicle is compensable.

4. Commuting Between Incident Work Site and Residence. When subsistence and lodging are available at the incident, transportation and travel time will not be paid for commuting between the duty location and the individual's residence.

5. Transportation from Official Duty Station to Individual's Residence. Individuals returning from an incident after the close of business may be furnished government transportation to their residence if there is no alternative means of transportation.

6. Per Diem Entitlements. When subsistence and lodging are provided at the incident, only incidental expenses are reimbursed. Refer to Section 13.6, Exhibit 01, Pay Plan for Emergency Workers, for casual per diem entitlements, and Section 17.1 for regular government employees.

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

Individuals whose initial travel did not result from an administratively uncontrollable event will have their entitlement to return travel compensated according to pay regulations under the Fair Labor Standards Act (FLSA), (5 CFR 550.112(g) and 5 CFR 551.422(a)).

Coordination with home unit and incident agency for pre-authorization is required for an individual to deviate return travel upon demobilization from an incident. Compensation for return travel ends at the point and time the deviation occurs. Employees will be in a leave or non-pay status if the base hour requirement for that day has not been met. Once travel to the home unit resumes, it is considered administratively controllable and those pay provisions apply. (See Section 17.1.)

12.4 – Ordered Standby. An employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work

with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications. (5 CFR 551.431(a)(1) January 2003 edition)

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

The following guidelines are provided for uniformity:

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

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

12.4(a) – On-Call. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if: (1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or (2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person. (5 CFR 551.431(b) January 2003 edition)

Specific state pay guidelines for non-pay status shall apply for state employees.

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

1. At the Incident Commander's (IC) discretion, regular government employees and casuals may be released during off-shift periods from the incident base or camp.
2. At the IC's discretion, regular government employees and casuals may be restricted to an incident base and all other camps during off-shift periods. This is usually referred to as a "closed camp". (45 Fair Labor Relations Authority (FLRA) No. 120, 0-NG-1958, Decision and Order on a Negotiability Issue, September 18, 1992; Office of the General Counsel, Authority to Close Fire Camps Opinion, March 28, 1990)
3. Time spent restricted to the camp where personnel can rest, eat, or, to a limited degree, pursue activities of a personal nature is not compensable. Such time is compensable only to the extent needed to complete the guaranteed base hours. Time spent in ordered standby is compensable (See Section 12.4).
4. The same policy applies to mobilization and demobilization facilities.
5. Regular government employees assigned to an incident at their home unit should be given their regular scheduled days off when the situation permits. Regular scheduled days off at the home unit are considered off-shift time and are noncompensable.
6. Casuals assigned to an incident are not entitled to compensation for days off at their point of hire. This is considered off-shift time and is noncompensable.

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

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

1. The fire is not controlled, and
2. The Operations Section Chief makes a decision that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, and
3. The compensable meal break is approved by the supervisor at the next level of the crew boss and it is documented on the Crew Time Report, SF-261.

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

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

For personnel in support positions, and fireline personnel after control of the fire, a meal period of at least 30 minutes must be ordered and taken for each six hours on duty (e.g., a minimum 30-minute break in an 8 to 12 hour shift, a minimum 60-minute or two 30-minute breaks in a 12 to 16 hour shift).

12.7 – Work/Rest, Length of Assignment, and Days Off.

To maintain safe and productive incident activities, incident management personnel must appropriately manage work and rest periods, assignment duration and shift length for personnel, including casuals (AD), contracted crews, and EERA resources.

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

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

12.7-1 – Work/Rest Guidelines. Work/rest guidelines should be met on all incidents. Plan for and ensure that all personnel are provided a minimum 2:1 work to rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest).

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

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

12.7-1a – Incident Operations Driving.

These standards address driving by personnel actively engaged in wildland fire or all-risk response activities, including driving while assigned to a specific incident or during initial attack fire response (includes time required to control the fire and travel to a rest location). In the absence of more restrictive agency policy, these guidelines will be

followed during mobilization and demobilization as well. Individual agency driving policies shall be consulted for all other non-incident driving.

1. Agency resources assigned to an incident or engaged in initial attack fire response will adhere to the current agency work/rest policy for determining length of duty day.
2. No driver will drive more than 10 hours (behind the wheel) within any duty-day.
3. Multiple drivers in a single vehicle may drive up to the duty-day limitation provided no driver exceeds the individual driving (behind the wheel) time limitation of 10 hours.
4. A driver shall drive only if they have had at least 8 consecutive hours off duty before beginning a shift.

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

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

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

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

12.7-2 - Length of Assignment.

1. Assignment Definition

An assignment is defined as the time period (days) between the first full operational period at the first incident or reporting location on the original resource order and commencement of return travel to the home unit.

2. Length of Assignment

Standard assignment length is 14 days, exclusive of travel from and to home unit, with possible extensions identified below.

Time spent in staging and preposition status counts toward the 14-day limit, regardless of pay status, for all personnel, including incident management teams.

3. Days Off

After completion of a 14 day assignment and return to the home unit, two mandatory days off will be provided (2 after 14) (State regulations may preclude authorizing this for State employees). Days off must occur on the calendar days immediately following the return travel in order to be charged to the incident. (See Section 12.1-2) (5 U.S.C. 6104, 5 CFR 610.301-306, and 56 Comp. Gen. Decision 393 (1977)). If the next day(s) upon return from an incident is/are a regular work day(s), a paid day(s) off will be authorized.

Pay entitlement, including administrative leave, for a paid day(s) off cannot be authorized on the individual's regular day(s) off at their home unit. Agencies will apply holiday pay regulations, as appropriate. A paid day off is recorded on home unit time records according to agency requirements.

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

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

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

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

4. Assignment Extension

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

Assignments may be extended when:

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

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

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

Single Resource/Kind Extensions:

The Section Chief or Incident Commander will identify the need for assignment extension and will obtain the affected resource's concurrence. The Section Chief and affected resource will acquire and document the home unit supervisor's approval.

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

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

Incident Management Team Extensions:

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

The Assignment Extension form can be found in the Appendix Tool Kit section of this handbook. A copy of the documentation should be attached to timesheets.

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

12.7-3 – Management Directed Days Off at Home Unit.

Supervisors must manage work schedules for initial attack, dispatch and incident support personnel during extended incident situations. During periods of non-routine or extended

activity, these employees will have a minimum of 1 day off in any 21-day period. State policies apply to state personnel.

This “minimum requirement” should rarely be needed since scheduled days off are normally given much more frequently during periods of routine activity.

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

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

12.8 – Other Pay Provisions.

1. Supervisory Personnel. Time spent in planning and technical sessions, arranging for tools and transportation, refurbishing equipment and performing supervisory duties such as posting crew time reports, giving assignments, etc., is compensable as work time.
2. Holiday Pay. Regular government employees who are spot changed to a first 8, 9, or 10 hour tour of duty are compensated for holiday pay if the individual would have been entitled in their regular position. Additional hours are treated as overtime and paid at applicable rates.
3. Inadequate Food and Lodging. Inadequate food and lodging situations should be the exception. When nonexempt regular government employees and casuals do not receive adequate food or lodging, they shall be in pay status the entire time they are working, sleeping, or eating (Comp. Gen. B-230414, 1/10/89). (See Section 12.11 for explanation of nonexempt.)

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

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

Regular government employees must be in nonexempt status to qualify for compensation. There is no authority for anybody to grant compensation for these

conditions to exempt employees. Exempt employees can only be compensated for on-shift time.

IC's are responsible for determining when an inadequate food or lodging situation exists. This must be documented on the Crew Time Report, SF-261, in the remarks section. Hours recorded for an inadequate food or lodging situation count as hours of work for computation of the 2:1 Work/Rest ratio.

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

5. Sickness. A regular government employee who has been determined by their incident supervisor to be unable to perform work due to illness is entitled to guaranteed hours on the first day of illness. Beginning the second day, the individual is placed on sick leave if the day is within the individual's weekly tour of duty at the home unit. If outside the individual's weekly tour of duty, the individual is not entitled to compensation.

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

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

6. Medical Treatment. When a regular government employee or casual is provided medical treatment by the incident, pay entitlement will not exceed actual hours worked or guarantee whichever is greater for that calendar day. (Refer to 5 CFR 551.425.) Time spent traveling to or from a medical facility is considered compensable travel time. Time spent receiving medical attention is not compensable. Refer to Section 15.3-4 for continuation of pay (COP) guidelines.

7. Maximum Earning Limitation for Work in Connection with a Fire Assignment. Regular federal government employees who have been determined to be performing work in connection with a fire shall be paid premium pay not to exceed the maximum annual salary that can be earned by a GS-15, Step 10. (Refer to 5 CFR 550.106.) This includes overtime and compensatory time, as well as Sunday and night differential, but excludes hazard pay differential (5 CFR 550.907).

12.9 – Hazard Pay for General Schedule Employees. Office of Personnel Management (OPM) regulations provide for payment of a differential to GS employees who are exposed to unusual physical hardship or hazardous duty.

This authorization is based upon the inability to mitigate the hazard. ICs and Agency Administrators should not unduly expose any person to hazardous situations and will

document, in writing, the incident records if personnel are unduly exposed to hazardous situations. (Refer to 5 CFR 550.901 through 550.907.)

Incident agencies and Incident Management Teams (IMTs) do not have the authority to approve hazard pay for conditions that do not meet the parameters stated in the Code of Federal Regulations (CFR).

12.9-1 - Definitions.

1. Fireline. For purposes of pay administration for hazardous duty, a fireline is defined as the area within or adjacent to the perimeter of an uncontrolled wildfire of any size in which action is being taken to control fire. Such action includes operations, which directly support control of fire (e.g. activities to extinguish the fire, ground scouting, spot fire patrolling, search and rescue operations, and backfiring).
2. Control of Fire. The IC or Agency Administrator will determine when the fire is controlled. Fire may be controlled even if confinement strategy is being applied.
3. Limited Control Flights. Flights undertaken under unusual and adverse conditions (e.g., extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low level flights involving fixed or tactical patterns), which threaten or severely limit control of the aircraft.

12.9-2 – Positions Not Entitled to Hazard Pay Differential for Irregular and Intermittent Hazardous Duties. Certain positions are not entitled to specific hazard pay differentials because the hazard has been considered in the classification of the position. The following positions are not entitled to hazard pay for the hazards shown:

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

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

12.9-3 – Criteria for Entitlement to Hazardous Pay Differential for Irregular and Intermittent Hazardous Duties. (5 CFR 550.904.) Full-time, part-time, and intermittent GS employees are eligible for hazard pay differential computed at 25 percent of the base rate when performing duties specified below:

Any member of the incident fire suppression organization is eligible for hazard pay while carrying out assigned duties, if hazard pay criteria, as described in 1- 4 below, is met. Incident supervisors must manage for the appropriate application of the authority

1. Firefighting. Participating as a member of a firefighting crew in fighting forest and range fires on the fireline before the fire is controlled. No personnel assigned to firefighting duties are entitled to hazard pay after the declaration of an official control time and date.

This does not include personnel engaged in logistical support, service, and non-suppression activities (e.g., media tours to the fireline, incident personnel driving to the fire to observe activities, drivers delivering tools or personnel). See Hazard/Environmental Pay Matrix in Tool Kit Section.

2. Flying. Individuals, except pilots, who are participating in limited control flights.

3. Groundwork Beneath Hovering Helicopter. Participating in ground operations to attach an external load to a helicopter hovering just overhead.

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

Burned area rehabilitation (BAER Team) or other rehabilitation work does not meet the definition of firefighting for hazard pay eligibility; however, hazard pay under 2, 3, or 4 from above may apply.

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

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

1. All hazard pay differential for GS employees is based on a 24-hour day from 0001 to 2400 hours. An individual who performs duties for which hazard pay differential is authorized shall be paid the hazard differential for all hours in pay status during the calendar day in which the hazardous duty is performed.

A. The automatic cut off time is 2400 hours. An individual working through 2400 hours into the next day is entitled to hazard pay differential for 2 days only if exposed to the hazard before and after 2400 hours.

B. No minimum time requirements for exposure shall be established to earn entitlement to differential pay for hazardous duty. Any amount of actual exposure during a calendar day qualifies the individual for the pay differential for all compensable hours performed that day.

2. Hazard pay shall be computed on the basis of hours in pay status. If in an 8-hour workday the individual performs hazardous duty for 1 hour and is in paid leave for 7 hours, the hazard pay differential shall be computed on the full 8 hours.

If the individual were in non-pay status (leave without pay) for 7 hours, the hazard pay would be computed on the basis of the 1 hour in pay status.

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

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

When recording hazard pay, show the category of hazardous exposure period (e.g., firefighting, rough terrain, hover hookup) on a Crew Time Report, SF-261. The Emergency Firefighter Time Report, OF-288, should show an "H" for the on-shift.

12.10 – Environmental Differential for Prevailing Rate Employees (5 CFR 532.511).

OPM regulations provide for payment of environmental differential for exposure to various degrees of hazards, physical hardships, or working conditions likely to be encountered in an emergency situation. (See Section 12.9-1 for definitions of hazardous work situations.)

An employee shall be paid an environmental differential when exposed to a working condition or hazard that falls within one of the categories approved below by the Office Of Personnel Management (See 5 CFR 532.511, Appendix A):

1. Firefighting. Participating or assisting in firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires.

2. Flying. Individuals, except pilots, who are participating in limited control flights.

3. High Work. Working on any structure of at least 30 meters (100 feet) above the ground, deck, floor or roof, or from the bottom of a tank or pit. Working at a lesser height if the footing is unsure or the structure is unstable.

4. Exposure to hazardous weather or terrain. Working on cliffs, narrow ledges, or steep mountainous slopes, where a loss of footing would result in serious injury or death, or when working in areas where there is danger of rock falls or avalanches.

5. Groundwork Beneath Hovering Helicopter. Participating in operation to attach or detach external load to a helicopter hovering just overhead.

12.10-1 – Criteria for Entitlement to Environmental Differential for Prevailing Rate Employees. Full-time, part-time, and intermittent prevailing rate 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. (See 5 CFR 532.511 for all differential rates (percents) and for other categories.)

1. Compensation Based on All Hours in Pay Status.

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

2. Compensation Based on Actual Exposure.

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

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

B. Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used or which are readily available; or when such devices are not feasible for use due to health considerations (such as excessive temperature or asthmatic conditions).

15 Percent	Participating in operations to attach (See 12.9-3--3) external load to or from helicopter hovering just overhead.
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Regulations Governing Payment of Environmental Differential.

1. Shift Basis. When a prevailing rate employee is exposed to a hazard for which an environmental differential is authorized on a shift basis, the individual is paid the

differential for all hours in pay status on the calendar day on which exposed to the hazard. (See Section 12.9-4 for explanation of all hours.)

2. Actual Exposure Basis. When an environmental differential is paid on an actual exposure basis, a prevailing rate employee is paid a minimum of 1 hour's differential for the exposure. Intermittent exposures during a 1-hour period do not qualify an individual for more than 1 hour's differential pay for that hour. For exposure beyond 1 hour, the individual is paid in increments of one-quarter hour for each 15 minutes and portion thereof in excess of 15 minutes.

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

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

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

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

5. Base Pay. Environmental differential is included as part of a prevailing rate employee's basic rate of pay and is used to compute premium pay for overtime and holiday work.

6. Recording. When recording environmental differential for actual exposure, show the actual hours of exposure and the category on a Crew Time Report, SF-261.

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

12.11 – Public Law 106-558 and Public Law 107-20. Public Law 106-558 provides for employees of the Forest Service and the Department of the Interior, who have their overtime hourly rate capped at GS-10, Step 1, to now be paid at an overtime rate equal to one and one-half times their hourly rate of basic pay when engaged in emergency wildland fire suppression activities. The annual earnings limitation still exists.

The new overtime provisions will apply only under the following circumstances:

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

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

12.11a – Fair Labor Standards Act (FLSA) Exemption Modifications for Emergency Assignments. Regular government employees, regardless of grade, may be assigned to perform emergency duties (5 CFR 551.208(d)).

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

In an emergency, the exemption status of an exempt employee is determined on a weekly or bi-weekly basis. An exempt employee shall be nonexempt for any weekly tour of duty in which the individual performs more than 20 percent nonexempt work.

Nonexempt employees retain their nonexempt status regardless of the emergency work performed or the incident position to which assigned.

Enter the NWCG approved position code found in the glossary on the Emergency Firefighter Time Report, OF-288, to assist home units in documenting nonexempt status for pay purposes.

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

EXEMPT

General Staff

Incident Commander
Liaison Officer
Information Officer

Safety Officer
Agency Representative

Operations Function

Operations Section Chief
Operations Branch Director
Task Force/Strike Team Leader
Dozer Boss (Crew Boss)
Crew Representative
Air Support Group Supervisor
Fixed Wing Base Manager
Helicopter Coordinator
Felling Boss (Crew Boss)

Staging Area Manager
Division/Group Supervisor
Firing Boss (Crew Boss)
Engine Boss (Crew Boss)
Hand Crew Boss
Helibase Manager
Air Attack Group Supervisor
Air Tanker Coordinator
Helicopter Manager (Crew Boss)

Finance Function

Finance/Administration Section Chief
Procurement Unit Leader
Compensation/Claims Unit Leader

Time Unit Leader
Cost Unit Leader
Commissary Manager

Planning Function

Planning Section Chief
Situation Unit Leader
Fire Behavior Analyst
Demobilization Unit Leader
Training Specialist

Resource Unit Leader
Infrared Interpreter
Incident Meteorologist
Interagency Resource Representative
Human Resource Specialist

Logistics Function

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

Support Functions

Buying Team Leader	Administrative Payment Team (APT) Leader
Supervisory Dispatcher	BAER Team Leader and Members
Incident Business Advisor	Cost Team Leader
Expanded Dispatch Coordinator	Prevention Team Leader
Cost Team Leader and Members	

NONEXEMPT

Operations Function

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

Planning Function

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

Logistics Function

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

Finance Function

Personnel Time Recorder
Claims Specialist

Equipment Time Recorder
Compensation for Injury Specialist

Support Function

Buying Team Member
Probe-eye Operator
Dispatch Recorder
Display Processor

ADO Team Member
APT Member
Support Dispatcher
Cost Team Member

2. When a position is identified as an assistant, deputy or trainee they will have the same exempt or nonexempt status as the position by the same title, i.e., Assistant Safety Officer - exempt, Deputy Finance/Administration Section Chief - exempt or Dispatcher Trainee - nonexempt.
3. Positions on Type 1 and 2 incidents that are not identified above and positions on Type 3 incidents will be determined as exempt or nonexempt on a case-by-case basis by the home unit human resource management office upon submission of a claim by the individual.
4. All positions on Type 4 incidents are considered nonexempt during initial attack.
5. An individual may be assigned to an incident as a "Technical Specialist". Specialized training may not be required for these positions. Specialists will perform similar duties during an incident that he/she normally performs. Some examples are resource advisor, archeologist, hydrologist, or mechanic. The individual's normal FLSA determination is used to compute pay.

13 – PERSONNEL TIMEKEEPING/RECORDING.

13.02 – Objective. The primary objective is to keep time records for individuals under a system of control. Emergency Firefighter Time Reports, OF-288's, that have been certified as accurate by an authorized signature are considered to be accurate for pay purposes. Home unit timekeepers will not make changes to this official document, except to correct mathematical errors and/or to complete return travel entries. If home unit timekeepers have questions concerning the Emergency Firefighter Time Report, OF-288, they should contact the incident agency for clarification.

13.04 – Responsibilities.

1. Finance/Administration Section Chief is responsible for:

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

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

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

13.1 – Timekeeping/Recording Procedures. Two forms are provided for recording time worked on an incident. The Crew Time Report (CTR), SF-261 (Section 13.6, Exhibits 04, 05, and 06), is the initial timekeeping document. Time from the CTR is transferred

by the Personnel Time Recorder to the Emergency Firefighter Time Report, OF-288 (Section 13.6, Exhibits 07, 08, 09, and 10).

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

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

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

1. Filing Time Reports. The CTR and OF-288 are filed in a sequence that will facilitate accurate posting and timely review and retrieval. CTRs are filed by crew, with the crew identified by name or number.
2. Time Recording Control. The Time Unit Leader establishes time recording procedures include control to ensure on-shift time for each regular government employee and casual is recorded for each day assigned. The Time Unit Leader will develop a system to identify resources assigned. This may include reviewing the Incident Action Plan or referring to the Resource Status Cards in the Planning Section.
3. The Time Unit Leader ensures documentation of excess hours, work/rest (Section 12.7-1) and other record keeping requested by the Finance/Administration Section Chief. This may be accomplished through the use of logs, recording on a calendar, recording on the incident action plans, or other documentation methods. (See Appendix, Tool Kit for examples.)

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

Incident supervisors should be aware of the pay status of their subordinates (for example: WG, GS, casual, cooperator, etc.) as this affects recording requirements.

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

1. On-Shift Time. (Zero Code, Section 05-27, Chapter 10, Section 12.2).

2. Travel Time. Incident supervisors are responsible for recording travel time for personnel under their supervisory authority. The travel time shall be recorded on the CTR as follows:

A. Travel to an Incident. Report travel time to an emergency incident on a CTR and include:

1. Time of departure from point where travel began (for example, official duty station, staging area, residence if outside daily tour of duty).
2. Delays or layovers of over three hours at transfer points.
3. Meal breaks.
4. Time of arrival at incident.

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

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

3. Hazard/Environmental Differential.

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

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

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

A. Discharged or Quit. Note reason.

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

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

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

E. Day Off.

F. Special Pay Provisions (Section 12.8).

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

13.2-1 – Timekeeping Methods. It is essential that employees and supervisors accurately and clearly report time on the CTR in order to facilitate recording of time on the OF-288.

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

There are two methods for timekeeping on the CTR:

1. When a crew is in a pay status and time is identical, the names, classifications and on-shift time are listed with specific remarks in Block 11. (See Section 13.6, Exhibit 06.)
2. When individuals have different on-shift times, make an entry for each individual. (See Section 13.6, Exhibit 05.)

13.3 – Emergency Firefighter Time Report, OF-288.

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

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

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

1. Travel to an Incident. Travel time is reported on a CTR (Section 13.2) and recorded on the OF-288 with a “T” entered on the right hand side of the hours column.

2. Return Travel. Travel time from an incident to the individual's official duty station must show:

- A. Time of departure from the incident base.
- B. Non-compensable meal breaks.
- C. Delays of over two hours.
- D. Time and date of arrival at official duty station.
- E. Any other information required to determine entitlement to return travel time.

The time of departure from the incident is posted by the Time Unit, and a "T" is entered on the right hand side of the hour's column. The individual completes return travel time and obtains home unit supervisor approval.

3. Recording Hazard or Environmental Differential.

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

B. When prevailing rate employees (WG, WL, WS) perform work for which environmental differential is payable, an "E" is entered on the right side of the hours column.

The differential percentage with corresponding hours is noted in the Remarks Section, Block 23. Refer to Section 12.9.

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

5. Guaranteed Hours. The Time Unit enters the hours as recorded on the CTR. Any additional hours necessary to meet the base hour (8,9,10) guarantee are listed on a separate line of the OF-288 by the Personnel Time Recorder. Note after the date "Guaranteed Hours" and post the necessary additional hours to the appropriate "Hours" column.

6. Recording Day(s) Off. The Time Unit records an on-incident "day off" with 8, 9, or 10 in the hours column. Clock hours are not necessary. (See Section 12.7-2.)

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

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

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

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

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

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

Federal (W-4, W-5) and state income tax withholding forms completed at the incident are attached to the OF-288. Obtain submission/processing guidelines for income tax withholding forms from the incident agency. For long duration incidents, discuss with incident agency submission of these forms prior to the release of the resource.

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

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

These forms are prepared at the time of hire, and the casuals are provided the opportunity to complete federal, (Employees Withholding Allowance Certificate, W-4, Earned Income Credit Advance Payment Certificate, W-5) and state income tax withholding forms. Detailed instructions for completing the OF-288 for casuals are

found in Section 13.6, Exhibits 09 and 10. The hiring unit retains the Employment Eligibility Verification. The hiring unit or crew representative informs the casuals of incident behavior expectations and responsibilities. Sponsored casual crew incident behavior responsibilities may be found in the crew agreement. If none are listed, utilize the Incident Behavior Form (PMS-935) found in Section 13.6 Exhibit 15.

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

3. Actions of Time Unit. The Time Unit collects and examines time reports for completeness and legibility. The Personnel Time Recorder records time from the CTR to the OF-288. (See Section 13.6, Exhibits 09 and 10 for completing forms.)

4. Pay Rate Changes. Pay rate/position changes are recorded on the CTR by the incident supervisor. The Personnel Time Recorder begins a new column on the OF-288 with the new rate of pay and indicates reason for change in the remarks block of the OF-288.

5. Guaranteed Hours. The Time Unit enters the hours as recorded on the CTR. Any additional hours necessary to meet the eight-hour guarantee are listed on a separate line of the OF-288 by the Personnel Time Recorder. Note after the date "Guaranteed Hours" and post the necessary additional hours to the "Hours" column.

6. Day Off at Incident. The Time Unit records an on-incident "day off" with 8 (guarantee hours) in the hours column. Clock hours are not necessary. (See Section 12.7-2.)

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

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

When an individual or crew is transferred to another incident, the Time Unit closes out the OF-288 and gives it to the regular government employee or crew representative to take to their home unit. The Time Unit initiates a new OF-288, starts the travel time and gives it to the departing individual or crew to take to the new incident.

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

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

The original CTR and file copy of the OF-288 are retained in the incident records. (See Chapter 40, Section 45, Exhibit 01 for Time Unit Incident Finance Package guidelines.)

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

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

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

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

If the OF-288 has not been received by the payroll reporting date, the individual's home unit timekeeper records 80 base hours, plus any premium pay earned before the incident assignment, and makes corrections or supplements when the incident time is received.

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

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

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

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

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

C. If a casual is terminated for cause or quits, note the reason in the Remarks block of the CTR and the OF-288. Compensation for return travel is generally not made in these instances. Exceptions must be in accordance with agreements or authorized by the IC for individuals not covered under an agreement. Blocks 7, 8, and 9 on the OF-288 must be completed. (See Section 13.6, Exhibit 09 and 10.)

13.5 – Common Timekeeping Issues.

1. Local Residents on Site. Local residents frequently go to the site of an incident when an emergency occurs and are performing emergency work when the initial attack resources arrive. The statements of work and travel made by these citizens are normally accepted, but must be verified by a supervisory official on a CTR. These persons must be hired as casuals and report time through an incident supervisor to the Time Unit.
2. Individuals Moving from One Location to Another on the Same Incident. If the incident has more than one base camp, the FSC is responsible for providing time recording for all locations. This may require additional Time Units to assure efficient time recording.
3. Casual Payments. The Time Unit Leader coordinates delivery of payment documents to the incident agency if payment will be processed through other than normal agency procedures, e.g., Administrative Payment Team.
4. Recording Clock Hours When Travel Crosses Time Zones. When traveling from one time zone to another (both to and from an incident assignment), continue to record time in the clock hours of the first time zone until off-shift for the day. Indicate over the start and stop columns the time zone of the clock hours shown. The next work shift is recorded in the new time zone.

13.6 – Exhibits

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

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

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

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

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

Federal (W-4, W-5) and state income tax withholding forms completed at the incident are attached to the OF-288. Obtain submission/processing guidelines for income tax withholding forms from the incident agency. For long duration incidents, discuss with incident agency submission of these forms prior to the release of the resource.

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

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

These forms are prepared at the time of hire, and the casuals are provided the opportunity to complete federal, (Employees Withholding Allowance Certificate, W-4, Earned Income Credit Advance Payment Certificate, W-5) and state income tax withholding forms. Detailed instructions for completing the OF-288 for casuals are

found in Section 13.6, Exhibits 09 and 10. The hiring unit retains the Employment Eligibility Verification. The hiring unit or crew representative informs the casuals of incident behavior expectations and responsibilities. Sponsored casual crew incident behavior responsibilities may be found in the crew agreement. If none are listed, utilize the Incident Behavior Form (PMS-935) found in Section 13.6 Exhibit 15.

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

3. Actions of Time Unit. The Time Unit collects and examines time reports for completeness and legibility. The Personnel Time Recorder records time from the CTR to the OF-288. (See Section 13.6, Exhibits 09 and 10 for completing forms.)

4. Pay Rate Changes. Pay rate/position changes are recorded on the CTR by the incident supervisor. The Personnel Time Recorder begins a new column on the OF-288 with the new rate of pay and indicates reason for change in the remarks block of the OF-288.

5. Guaranteed Hours. The Time Unit enters the hours as recorded on the CTR. Any additional hours necessary to meet the eight-hour guarantee are listed on a separate line of the OF-288 by the Personnel Time Recorder. Note after the date "Guaranteed Hours" and post the necessary additional hours to the "Hours" column.

6. Day Off at Incident. The Time Unit records an on-incident "day off" with 8 (guarantee hours) in the hours column. Clock hours are not necessary. (See Section 12.7-2.)

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

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

When an individual or crew is transferred to another incident, the Time Unit closes out the OF-288 and gives it to the regular government employee or crew representative to take to their home unit. The Time Unit initiates a new OF-288, starts the travel time and gives it to the departing individual or crew to take to the new incident.

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

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

The original CTR and file copy of the OF-288 are retained in the incident records. (See Chapter 40, Section 45, Exhibit 01 for Time Unit Incident Finance Package guidelines.)

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

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

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

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

If the OF-288 has not been received by the payroll reporting date, the individual's home unit timekeeper records 80 base hours, plus any premium pay earned before the incident assignment, and makes corrections or supplements when the incident time is received.

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

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

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

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

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

C. If a casual is terminated for cause or quits, note the reason in the Remarks block of the CTR and the OF-288. Compensation for return travel is generally not made in these instances. Exceptions must be in accordance with agreements or authorized by the IC for individuals not covered under an agreement. Blocks 7, 8, and 9 on the OF-288 must be completed. (See Section 13.6, Exhibit 09 and 10.)

13.5 – Common Timekeeping Issues.

1. Local Residents on Site. Local residents frequently go to the site of an incident when an emergency occurs and are performing emergency work when the initial attack resources arrive. The statements of work and travel made by these citizens are normally accepted, but must be verified by a supervisory official on a CTR. These persons must be hired as casuals and report time through an incident supervisor to the Time Unit.
2. Individuals Moving from One Location to Another on the Same Incident. If the incident has more than one base camp, the FSC is responsible for providing time recording for all locations. This may require additional Time Units to assure efficient time recording.
3. Casual Payments. The Time Unit Leader coordinates delivery of payment documents to the incident agency if payment will be processed through other than normal agency procedures, e.g., Administrative Payment Team.
4. Recording Clock Hours When Travel Crosses Time Zones. When traveling from one time zone to another (both to and from an incident assignment), continue to record time in the clock hours of the first time zone until off-shift for the day. Indicate over the start and stop columns the time zone of the clock hours shown. The next work shift is recorded in the new time zone.

13.6 – Exhibits

13.6 - Exhibit 01

PAY PLAN FOR EMERGENCY WORKERS

Pay Plans for Emergency Workers for the USDA Forest Service and The Department of the Interior are available on the Internet at the following location:

www.nwcg.gov

To locate each Plan click on the following:

Working Team Pages

Incident Business Practices

Supplemental Business Practices

Personnel

For the Forest Service click on Forest Service Specific Information and then on [Forest Service AD Pay Plan 2004](#).

For The Department of the Interior click on Department of the Interior Specific Information and then on [DOI AD Pay Plan 2004](#).

13.6 - Exhibit 02

MILITARY TIME CONVERSION

<u>REGULAR TIME</u>	<u>MILITARY TIME</u>
12 midnight	2400 or 0 hours
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
12 midnight	2400 or 0000

13.6 - Exhibit 03

STATE ALPHA CODES

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

13.6 Exhibit 04

INSTRUCTIONS FOR COMPLETION OF CREW TIME REPORT, SF-261

Time shall initially be recorded on Crew Time Report, SF-261, see Exhibits 05 or 06, and transferred to the Emergency Firefighter Time Report, OF-288. An exception to this procedure could be where casuals are hired for one operational period and their on-shift time is recorded directly onto an OF-288. In this instance, the supervisor must sign the OF-288.

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

1. Crew Name. Use crew name or name of single resource.
2. Crew Number. Enter assigned crew 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-016).
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-1 through AD-5, GS, WG, etc.).
9. Date. Enter month/day (8/3) in Date Block. Under Military Time Heading, enter military clock time for each period of on-shift time during the operational period.
10. Date. If the operational period involves two days, use column 10 as instructed in Number 9 above.
11. Remarks. Enter any pertinent information such as injury, discharge, transfer, position change, reason for hazard/environmental differential, compensable meal break, etc. Include Remarks No. from Item 6.
12. Officer-in-Charge. Signature of incident supervisor.
13. Title. Officer-In-Charge. Self-explanatory (ICS position).

13.6 Exhibit 04 - Continued

INSTRUCTIONS FOR COMPLETION OF CREW TIME REPORT, SF-261

14. Name. Signature of person recording time on the Emergency Firefighter Time Report, OF-288.
15. Date. Date time recorded on OF-288.

13.6 - Exhibit 05

CREW TIME REPORT, SF-261
Method 1

(1) Crew Name Blackwell R.D. Engine				(2) Crew Number		
(3) Office Responsible for Fire Vale District BLM		(4) Fire Name Sun Creek		(5) Fire Number OR-VDO-092		
(6)	(7)	(8)	(9)		(10)	
Re-Marks No	Name of Employee	Classific ation	Date 8/8/XX		Date	
			Military Time		Military Time	
			On	Off	On	Off
H	S. Burns	GS	0600	1900		
H	A. Brown	GS	0630	1900		
I	R. Wyatt	WG	0700	0930	T	
(11) Remarks						
H - Hazard for uncontrolled fireline duty						
Unable to take meal break due to blow up on Division D.						
I - Wyatt traveled to incident to replace						
F. Johnson who was injured on 8/6.						
E - Env. Diff 25% for uncontrolled fireline						
Duty; unable to take meal break						
(12) Officer-in-Charge (Signature) <i>Chris Port</i>				(13) Title (Officer-in-Charge) <i>Div. Supv.</i>		
(14) Name (Person posting to Emergency Time Report) <i>Michael Bell</i>					(15) Date 8/8/XX	

261-101

Standard Form
261 (5/78)

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

13.6 - Exhibit 06

CREW TIME REPORT, SF-261
Method 2

(1) Crew Name SRV # 2				(2) Crew Number #2		
(3) Office Responsible for Fire Payette NF			(4) Fire Name River Road		(5) Fire Number ID-PNF-030	
(6)	(7)	(8)	(9)		(10)	
Re-Marks No	Name of Employee	Classification	Date 8/8/XX		Date 8/9/XX	
			Military Time		Military Time	
			On	Off	On	Off
	H. Castille	AD-4	2000	2400	0001	0800
	V. Reyes	AD-3				
	S. Hernandez	↓	↓			
2	J. Tracheta	↓	↓			
	A. Charez	AD-2	AD-2			
	F. Smith					↓
	J. Cadero					↓
	J. Cavez Jr.					↓
1	R. Fernandez					0600
	H. Valdez					0800
	G. Gusman	↓	↓	↓	↓	
3	Jose Valdez	↓	↓	↓	↓	0130
(11) Remarks						
1 - Fernandez quit. No return travel or transportation authorized						
2 - Tracheta to transfer to SRV # 4 at end of shift.						
3 - J. Valdez injured and transported to hospital						
Arrived hospital 0130. Admitted.						
Unable to take meal break due to assisting burnout operation.						
(12) Officer-in-Charge (Signature) Joey LaRoecoa				(13) Title (Officer-in-Charge) Div. Supv.		
(14) Name (Person posting to Emergency Time Report) Laurie Walters					(15) Date 8/4/XX	

261-101

Standard Form
261 (5/78)

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

13.6 - Exhibit 07

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

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

1. Emergency Time Report Number. Preprinted number. Used for commissary. Do not delete or cross out this number.
2. Social Security Number. Enter individual's nine-digit SSN.
3. Initial Employment. Leave blank.
4. Type of Employee. Check block for "Regular Gov't Employee".
- 5-9. Leave blank.
10. Name. Enter regular government employee's name. Do not use nicknames.
- 11-14. Street Address. Enter the employee's home unit name and mailing address (e.g., Forest, District, BLM, or state office).
- 15-19. Accident Notification. Enter name, address, and telephone number of person to be notified in case of an accident.
20. Fire Location Identification.
 - Column A, 1. Fire Name. Enter incident name.
 - Column A, 2. Fire No. Enter incident order number. (e.g., MT-LNF-016 or ID-POS-22017). Do not use "P" number.
 - Column A, 3. Unit Code. (Organization code) Leave blank.
 - Column A, 4. Fire Location. Enter incident agency's three-letter unit identifier for the specific location of the work assignment.
 - Column A, 5. State Code. Enter alphabetical code for state in which the employee was on-shift. Use state alpha codes shown in Section 13.6, Exhibit 03.

13.6 - Exhibit 07 – Continued

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

- Column A, 6. Firefighter Classification. Enter the NWCG approved position code found in the glossary if applicable (e.g., PTRC, FFT2, CREP). If the position code is THSP, specify instead the incident job title of the position to which the individual is assigned (e.g., Buying Team Member, Agency Crew Coordinator). Each time an individual changes a job, close out that column, start a new column for the new job, and enter the new position code or job title if necessary.
- Column A, 7. Rate. Enter "GS" for general schedule employees or "WG", "WL", or "WS" for prevailing rate employees.
- Column A, 8a. Year. Enter the calendar year.
- Column A, 8b-8c. Month/Day. Enter month and day on-shift. (Example: February 1 is 2/1). Enter dates consecutively from row to row and column to column.
- One exception is the posting of continuation of pay or posting of time when assigned to a complex with multiple incidents. In Remarks enter reason for breaks in dates. (See Section 15.3-4.3 and Section 15.5, Exhibit 07).
- Column A, 8d-8e. Start/Stop. Enter military clock time for each period of on-shift time.
- Column A, 8f. Hours. Enter hours in single digits for whole hours (e.g., 1 hour = 1.00, decimals for half hour (e.g., 1 1/2 hours = 1.50), and quarter hours (e.g., 1 ¼ hours = 1.25). Show net difference between d. and e. When applicable, enter "T" for travel status; "H" for hazardous duty; or "E" for environmental differential (See Sections 12.9 and 12.10).

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

13.6 - Exhibit 07 - Continued

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

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

Day(s) Off. No specific clock hours are to be entered. "Day Off" is entered after the date, with the appropriate number (8,9,10) of hours.

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.

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

Column A, 10. Gross Amount. Leave blank.

Column A, 11. Inclusive Dates. Enter dates covered in the month/day column. For example, enter 9/4-9/7 for September 4 through September 7.

Column A, 12. Time Officer's Signature. The OF-288 should be signed by 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.

13.6 - Exhibit 07 - Continued

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

25. Employee (Signature). Self-explanatory. All regular government employees are required to sign the OF-288 in other than black ink.
26. Time Officer's Signature. The form should be signed by either the Time Unit Leader or other authorized official in other than black ink.

13.6 - Exhibit 08

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

EMERGENCY FIREFIGHTER TIME REPORT												1. Identification Number F 7114472										
2. Social Security Number 111-22-3333			3. Initial Employment (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No			4. Type of Employment (X one) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> Other						5. Transferred From			6. Injured At		7. Employee Has (X one) <input type="checkbox"/> Been Discharged <input type="checkbox"/> Out		8. Entitled To Return Travel Time (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No		9. Entitled To Return Transportation (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Name (First, Middle, Last) Sally Burns												15. Name Mike Burns										
11. Street Address Vak District BLM P.O. Box 190												16. Street Address 832 North Pike										
12. City Vak			13. State OR		14. Zip Code 97304			17. City Vak			18. State OR		19. Telephone No. (Include Area Code) 541-555-1000									
20. FIRE LOCATION IDENTIFICATION																						
Column A				Column B				Column C				Column D										
1. Fire Name Sun Creek				1. Fire Name Sun Creek				1. Fire Name Sun Creek				1. Fire Name Sun Creek										
2. Fire No. DR-VDO-092				2. Fire No. DR-VDO-092				2. Fire No. DR-VDO-092				2. Fire No. DR-VDO-092										
3. Line Code				3. Line Code				3. Line Code				3. Line Code										
4. Fire Location VDO				4. Fire Location VDO				4. Fire Location VDO				4. Fire Location VDO										
5. State OR				5. State OR				5. State OR				5. State OR										
6. Firefighter Classification PFT2				6. Firefighter Classification PFT2				6. Firefighter Classification PFT2				6. Firefighter Classification PFT2										
7. Rank GS				7. Rank GS				7. Rank GS				7. Rank GS										
8. Date and Time a. Year XXXX				8. Date and Time a. Year XXXX				8. Date and Time a. Year XXXX				8. Date and Time a. Year XXXX										
9. Date and Time b. Year XXXX				9. Date and Time b. Year XXXX				9. Date and Time b. Year XXXX				9. Date and Time b. Year XXXX										
Mo.	Da.	Mo.	Da.	Mo.	Da.	Mo.	Da.	Mo.	Da.	Mo.	Da.	Mo.	Da.	Mo.	Da.	Mo.	Da.					
08	06	14	00	08	11	09	00	08	15	00	01	08	17	08	00	08	17					
08	06	17	30	08	11	13	30	08	15	08	30	08	00	08	17	08	30					
08	07	09	00	08	12	07	00	08	15	09	00	08	18	08	00	08	18					
08	08	06	00	08	12	13	30	08	16	00	30	08	18	08	00	08	18					
08	09	04	00	08	13	Day Off	8.00	08	16	18	00	08	19	08	00	08	19					
08	10	07	00	08	14	2:00	2:00	08	17	00	01	08	19	08	00	08	19					
08	10	13	30	08	14	2:00	2:00	08	17	00	01	08	19	08	00	08	19					
10. Total Hours → 63.00				10. Total Hours → 45.00				10. Total Hours → 25.50				10. Total Hours →										
11. Gross Amount (Item 7 x Item 8)				11. Gross Amount (Item 7 x Item 8)				11. Gross Amount (Item 7 x Item 8)				11. Gross Amount (Item 7 x Item 8)										
12. Inclusive Dates → 08/06 - 08/10				12. Inclusive Dates → 08/11 - 08/14				12. Inclusive Dates → 08/15 - 08/17				12. Inclusive Dates → 08/17 - 08/19										
13. Time Officer's Signature Mike Wilton				13. Time Officer's Signature Mike Wilton				13. Time Officer's Signature Mike Wilton				13. Time Officer's Signature										
14. Date Signed 08/10/xx				14. Date Signed 08/14/xx				14. Date Signed 08/17/xx				14. Date Signed										
21. SHOW "Y" FOR HAZARD PAY AND "E" PLUS % FOR ENVIRONMENTAL DIFFERENTIAL IN THE "HOURS" COLUMN FOR REGULAR EMPLOYEES														22. Commodity Report								
A. Comm. No. 2885														B. Date				C. Amount				
														08/10 Toothbrush, paste				5.00				
														08/14 T-shirt				13.50				
														Total				18.50				
23. Remarks 08/14 switched to Night Shift Supervisor's Approval 08/14 Engine demoted due to family emergency Employee reassigned to Supply Unit D														24. ADO Check Number and Stamp								
25. Employee Signature Sally Burns														26. Time Officer Signature Mike Wilton								

13.6 - Exhibit 09

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

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

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

1. Emergency Time Report Number. Preprinted number. Used for commissary. Do not delete or cross out this number.
2. ***Social Security Number***. Enter individual's nine-digit SSN or Individual Taxpayer Identification Number (ITIN) (See Chapter 10, Section 11.2).
3. Initial Employment. Check "Yes" if individual is being hired for the first time this calendar year.
4. ***Type of Employee***. Check "Casual".
5. Transferred From. If the casual was transferred from another incident, enter incident name and check current OF-288 against any earlier one to prevent overlapping time and duplicate payments.
6. ***Hired At***. Enter state abbreviation and hiring agency's three unit identifier (e.g., AK-GAD, CA-ENF, ID-BOD).
7. Employee Has. Check box at time of release if casual has been discharged or quit.
8. ***Entitled To Return Travel Time***. Check "Yes" or "No" at the time of release.
9. Entitled to Return Transportation. Check "Yes" or "No" at the time of release.
10. ***Name***. Enter casual's name, exactly as shown on identification. Do not use nicknames.
- 11-14 ***Street Address***. Show casual's permanent mailing address, including city, state, and zip code. This is where the pay and tax information will be mailed.
- 15-19 ***Accident Notification***. Enter name, address, and telephone number of person to be notified in case of an accident.
20. Fire Location Identification.

13.6 - Exhibit 09 - Continued

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

- Column A, 1. Fire Name. Enter incident name.
- Column A, 2. Fire No. Enter incident order number (e.g., MT-LNF-016). Do not use "P" number.
- Column A, 3. Unit Code. Leave blank.
- Column A, 4. Fire Location. Enter incident agency's three-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. Use state alpha codes shown in Section 13.6, Exhibit 03.
- Column A, 6. Firefighter Classification. Enter the NWCG approved position code found in the glossary if applicable (e.g., PTRC, FFT2, CREP). If the position code is THSP, specify instead the incident job title of the position to which the individual is assigned (e.g., Buying Team Member, Agency Crew Coordinator).
- Column A, 7. Rate. Enter AD-1 through AD-5 and hourly pay rate.
- Column A, 8a. Year. Enter calendar year.
- Column A, 8b-8c. Month/Day. Enter month and day on-shift. (Example: February 1 is 2/1). Enter dates consecutively from row to row and from column to column. One exception is the posting of continuation of pay or posting of time when assigned to a complex with multiple incidents. In Remarks enter reason for breaks in dates. (See Section 15.3-4--4 and Section 15.5, Exhibit 08).
- Column A, 8d-8e. Start/Stop. Enter military clock time for each period of on-shift time.
- Column A, 8f. Hours. Enter hours in single digits for whole hours (e.g., 1 hour = 1.00), decimals for half hour (e.g., 1 1/2 hours = 1.50), and quarter hours (e.g., 1 ¼ hours = 1.25).

13.6 - Exhibit 09 - Continued

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

Show net difference between d. and e. For hours in travel status, enter a "T" in the Hours column. Compensable travel time to and from the point of hire and related waiting time is recorded on separate lines from other compensable time, such as on-shift time. Do not use a separate column when reporting travel time. See Pay Plan for Emergency Workers for compensable travel for casuals (Section 13.6, Exhibit 01).

Day(s) Off. No specific clock hours are to be entered. "Day Off" is entered after the date, with the appropriate number (8,9,10) of hours.

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

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

Column A, 10. Gross Amount. Leave blank.

Column A, 11. Inclusive Dates. Enter dates covered in the month/day column. For example, enter 9/4-9/7 for September 4 through September 7.

Column A, 12. *Time Officer's Signature*. The OF-288 should be signed by either the Time Unit Leader or other authorized official. A Personnel Time Recorder will usually sign this block verifying that posting is accurate and complete for each column.

Column A, 13. *Date Signed*. Self-explanatory.

21. Leave entire section blank. Home units may utilize this space to record agency-specific cost accounting data.
22. Commissary Record. Itemize all commissary purchases here. Purchases must be supported by a Commissary Issue Record, OF-287, or equivalent form, but

13.6 - Exhibit 09 - Continued

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

this form should not be attached to the OF-288. Enter total amount of commissary purchases.

23. Remarks. Indicate AD-5 rate documentation, 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.
26. Time Officer's Signature. The form should be signed by either the Time Unit Leader or other authorized official in other than black ink.

13.6 - Exhibit 10

EMERGENCY FIREFIGHTER TIME REPORT, OF-288, FOR CASUALS

EMERGENCY FIREFIGHTER TIME REPORT												1. Identification Number F 7114470							
2. Social Security Number 555-22-3533			3. Initial Employment (X one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			4. Type of Employment (X one) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> Other			5. Transferred From N/A			6. Hire At ID, BOD		7. Employee Has (X one) <input checked="" type="checkbox"/> Been Discharged <input type="checkbox"/> Out		8. Entitled To Return (X one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9. Entitled To Return (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No	
ZIP CODE MUST BE ENTERED BELOW												IN CASE OF ACCIDENT NOTIFY							
10. Name (First, Middle, Last) Jorge L. Chavez Jr.						13. Name Leo J. Chavez													
11. Street Address 101 S. Main Street						14. Street Address (same)													
12. City Nampa			13. State ID		14. Zip Code 83651		17. City (same)			18. State		16. Telephone No. (Include Area Code) 208-555-3000							
20. FIRE LOCATION IDENTIFICATION																			
Column A				Column B				Column C				Column D							
1. Fire Name River Road				1. Fire Name River Road				1. Fire Name River Road				1. Fire Name River Road							
2. Fire No. ID-PNF-030				2. Fire No. ID-PNF-030				2. Fire No. ID-PNF-030				2. Fire No. ID-PNF-030							
3. Use Code				3. Use Code				3. Use Code				3. Use Code							
4. Fire Location PNF				4. Fire Location PNF				4. Fire Location PNF				4. Fire Location PNF							
5. Station ID				5. Station ID				5. Station ID				5. Station ID							
6. Firefighter Classification FPT2				6. Firefighter Classification FPT2				6. Firefighter Classification FPT1				6. Firefighter Classification FPT1							
7. Date and Time a. Year XXXX				7. Date and Time a. Year XXXX				7. Date and Time a. Year XXXX				7. Date and Time a. Year XXXX							
8. Date and Time b. Year XXXX				8. Date and Time b. Year XXXX				8. Date and Time b. Year XXXX				8. Date and Time b. Year XXXX							
Mo	Da	Start	Stop	Hours	Mo	Da	Start	Stop	Hours	Mo	Da	Start	Stop	Hours	Mo	Da	Start	Stop	Hours
08	01	2000	2400	4.00	08	04	1900	2400	5.00	08	08	0700	1300	6.00	08	12	1000		
08	02	0001	0130	1.30	08	05	0001	0700	7.00	08	08	1400	2100	7.00	Tom Plante				
08	02	1800	2400	6.00	08	05	1800	2400	6.00	08	09	Day Off		8.00					
08	02	Equiptment		0.50	08	06	1200	1700	5.00	08	10	0700	1300	6.00					
08	03	0001	0800	8.00	08	06	1730	2030	3.00	08	10	1400	2030	6.50					
08	03	2000	2400	4.00	08	07	0700	1300	6.00	08	11	0700	1230	5.50					
08	04	0001	0800	8.00	08	07	1330	1830	5.00	08	11	1330	2000	6.50					
9. Total Hours → 32.00				9. Total Hours → 27.00				9. Total Hours → 45.50				9. Total Hours →							
10. Gross Amount (Item 7 x Item 9)				10. Gross Amount (Item 7 x Item 9)				10. Gross Amount (Item 7 x Item 9)				10. Gross Amount (Item 7 x Item 9)							
11. Inclusive Dates → 08/01 - 08/04				11. Inclusive Dates → 08/04 - 08/04				11. Inclusive Dates → 08/08 - 08/11				11. Inclusive Dates →							
12. Time Officer's Signature Tom Plante				12. Time Officer's Signature Tom Plante				12. Time Officer's Signature Tom Plante				12. Time Officer's Signature							
13. Date Signed 08/04/xx				13. Date Signed 08/07/xx				13. Date Signed 08/11/xx				13. Date Signed							
21. SHOW "H" FOR HAZARD PAY AND "E" PLUS % FOR ENVIRONMENTAL DIFFERENTIAL IN THE "HOURS" COLUMN FOR REGULAR EMPLOYEES												22. Commission Record							
A	B	C	D	E	F	G	H	I	J	K	L	a. Date	b. Item	c. Amount					
Code	Rate	Miles/1/2	Class	Class	Class	Class	Class	Class	Class	Class	Class	08/04	Gloves	3.00					
												08/05	Cigarettes	16.00					
												Total → 19.00							
23. Remarks 08/08 Promoted to Squad Boss 08/12 Released due to family emergency																			
24. ADD Check Number and Stamp																			
25. Employee Signature Jorge L. Chavez Jr.																			
26. Time Officer Signature Tom Plante																			

13.6 - Exhibit 11

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

EMERGENCY FIREFIGHTER TIME REPORT										1. Identification Number F 3292393			
2. Social Security Number 555-22-3333		3. Initial Employment (X one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		4. Type of Employment (X one) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Regular Govt. Employee <input type="checkbox"/> Other									
5. Transferred From N/A		6. Hired At ID-BOP		7. Employee Has (X one) <input type="checkbox"/> Been Discharged <input type="checkbox"/> Out		8. Entitled To Return Travel Time (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No		9. Entitled To Return Transportation (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No					
ZIP CODE MUST BE ENTERED BELOW										IN CASE OF ACCIDENT NOTIFY			
12. Name (First, Middle, Last) Jorge L. Chavez Jr.						15. Name Leo J. Chavez							
17. Street Address 101 S. Main Street						18. Street Address (same)							
13. City Nampa		13. State ID		14. Zip Code 83651		17. City		18. State		19. Telephone No. (Include Area Code) (208) 555-3000			
CONDITIONS OF HIRE													
<p>1. You have agreed to be hired by an agency of the U.S. Government as an emergency firefighter. The work is hard and sometimes you may work more than 12 hours per day. Prompt compliance with your supervisor's instructions and orders are required at all times. You must be at least 18 years old and in good physical health (a physical examination may be required at the discretion of your supervisor). Close living conditions in fire camps require personal cleanliness. Personal hygiene must meet standards set by your supervisor, particularly your hair, which must be maintained in such a way that a safety hat can be properly worn.</p> <p>2. Disclosure of your Social Security Number (SSN) is mandatory. The SSN is used primarily to gather earnings data in connection with lawful requests from other agencies (Internal Revenue Service or State Agencies). The hiring agency is the only agency with direct access to this information. Failure to supply this number may result in a penalty of \$5 deducted from each time sheet processed without an SSN in accordance with the law (Internal Revenue Service Code, Chapter 68, Section 6876(a)). The SSN must be used because it is possible that another employee's name is the same as yours.</p> <p>3. Keep this sheet until you are paid. Your identification number is printed in red on this sheet and is needed to receive checks and make purchases in the Commissary.</p> <p>4. You will be paid at an hourly rate. The Officer-in-Charge will advise you of the salary rate for your position.</p> <p>5. The Government will provide or pay for necessary transportation from the place where you are hired to where you will work. The Government will also provide or pay for transportation back to where you are hired unless you are discharged for cause or quit without a good reason.</p> <p>6. If you are fired, or you quit without good reason before the emergency is over, your pay will stop at that time. Only the Officer-in-Charge may decide whether the Government will provide return transportation or pay you for travel time back to where you were hired.</p> <p>7. The cost of anything you buy from the commissary will be taken out of your check.</p> <p>8. When you sign your time report, you agree that it is correct. Do not sign the report until you agree!</p> <p>9. Report any damage to or loss of your personal property to your supervisor before you leave the fire camp. The Government assumes no responsibility for loss of personal items not needed for firefighting.</p> <p>10. If you are injured or get sick, report to your work supervisor immediately.</p> <p>11. Any Government property (such as hard hats, tools, blankets, etc.) issued to you must be returned. If they are lost, destroyed, or left in bad condition, the cost of them may be deducted from your check.</p> <p>12. If you are on active duty with the Armed Forces (Army, Air Force, Navy, Marine Corps, or Coast Guard) you can not be employed or paid for firefighting. Inform your supervisor immediately.</p> <p>13. Whenever the Officer-in-Charge decides it is necessary, the Government will furnish your meals and lodging without cost. You will not receive additional pay for meals or lodging which you may furnish or meals you do not accept, or when the Government is temporarily unable to furnish meals or lodging.</p> <p>14. No income tax will be withheld from your check. However, your pay as a firefighter must be included as gross income for Federal income tax purposes. Report it on your state income tax report in accordance with state instructions.</p> <p>15. Possession of firearms, intoxicating beverages, marijuana, and all forms of addictive drugs not prescribed by a physician is prohibited. Possession or any evidence of usage constitutes grounds for immediate discharge.</p> <p>16. THE GOVERNMENT IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.</p>													
KEEP THIS COPY UNTIL YOU ARE PAID													

COPY 3 - EMPLOYEE COPY

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

13.6 - Exhibit 12

EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

U.S. Department of Justice
Immigration and Naturalization Service

OMB No. 1115-0136
Employment Eligibility Verification

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

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

Print Name: Last <u>Chavez Jr.</u> First <u>Jorge</u> Middle Initial <u>L.</u>		Maiden Name <u>N/A</u>	
Address (Street Name and Number) <u>101 S. Main Street</u>		City <u>Nampa</u> State <u>ID</u> Zip Code <u>83651</u>	
Date of Birth (month/day/year) <u>06/11/72</u>		Social Security # <u>555-22-3333</u>	

I attest, under penalty of perjury, that I am (check one of the following):
 A citizen or national of the United States
 A Lawful Permanent Resident (Alien # A)
 An alien authorized to work in the U.S. (Alien # or Admission #)

Employee's Signature: Jorge P Chavez Jr. Date (month/day/year): 08/01/xx

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

Preparer or 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 job, number and expiration date, if any, of the document(s).

List A	OR	List B	AND	List C
Document title: _____		<u>Idaho Drivers License</u>		<u>Social Security Card</u>
Issuing authority: _____		<u># 049261</u>		<u>555-22-3333</u>
Document #: _____		<u>06.11.98 Expiration</u>		_____
Expiration Date (if any): ____/____/____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): ____/____/____		_____		_____

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

Signature of Employer or Authorized Representative: Barbara Sulte Print Name: Barbara Sulte Title: Personnel Clerk
 Business or Organization Name: USFS Address (Street Name and Number, City, State, Zip Code): 323 Hwy 5 Grangeville ID 83702 Date (month/day/year): 08/01/xx

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

A. New Name (if applicable): _____ B. Date of name (month/day/year) (if applicable): _____

C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment eligibility.
 Document Title: _____ Document #: _____ Expiration Date (if any): ____/____/____

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

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

13.6 - Exhibit 12 - Continued

EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

LISTS OF ACCEPTABLE DOCUMENTS

LIST A	OR	LIST B	AND	LIST C
<p>Documents that Establish Both Identity and Employment Eligibility</p> <ol style="list-style-type: none"> 1. U.S. Passport (unexpired or expired) 2. Certificate of U.S. Citizenship (<i>INS Form N-560 or N-561</i>) 3. Certificate of Naturalization (<i>INS Form N-550 or N-570</i>) 4. Unexpired foreign passport, with <i>I-551</i> stamp or attached <i>INS Form I-94</i> indicating unexpired employment authorization 5. Alien Registration Receipt Card with photograph (<i>INS Form I-151 or I-551</i>) 6. Unexpired Temporary Resident Card (<i>INS Form I-688</i>) 7. Unexpired Employment Authorization Card (<i>INS Form I-688A</i>) 8. Unexpired Reentry Permit (<i>INS Form I-327</i>) 9. Unexpired Refugee Travel Document (<i>INS Form I-571</i>) 10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (<i>INS Form I-688B</i>) 	OR	<p>Documents that Establish Identity</p> <ol style="list-style-type: none"> 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, sex, height, eye color, and address 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, sex, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <p style="text-align: center;">For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none"> 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<p>Documents that Establish Employment Eligibility</p> <ol style="list-style-type: none"> 1. U.S. social security card issued by the Social Security Administration (<i>other than a card stating it is not valid for employment</i>) 2. Certification of Birth Abroad issued by the Department of State (<i>Form FS-545 or Form DS-1350</i>) 3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (<i>INS Form I-197</i>) 6. ID Card for use of Resident Citizen in the United States (<i>INS Form I-179</i>) 7. Unexpired employment authorization document issued by the INS (<i>other than those listed under List A</i>)

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

13.6 - Exhibit 12 - Continued

EMPLOYMENT ELIGIBILITY VERIFICATION, FORM I-9

U.S. Department of Justice
Immigration and Naturalization Service

OMB No. 1115-0136
Employment Eligibility Verification

INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

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

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

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

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

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required document(s) within three business days, they must present a receipt for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. **Employers must record:** 1) document title; 2) issuing authority; 3) document number, 4) expiration date, if any; and 5) the date employment begins. Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. **However, employers are still responsible for completing the I-9.**

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

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

- If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:
 - examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C).
 - record the document title, document number and expiration date (if any) in Block C, and
 - complete the signature block.

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

For more detailed information, you may refer to the INS Handbook for Employers, (Form M-274). You may obtain the handbook at your local INS office.

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

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

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

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

Reporting Burden. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: 1) learning about this form, 5 minutes; 2) completing the form, 5 minutes; and 3) assembling and filing (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response. If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to both the Immigration and Naturalization Service, 425 I Street, N.W., Room 5304, Washington, D. C. 20536; and the Office of Management and Budget, Paperwork Reduction Project, OMB No. 1115-0136, Washington, D.C. 20503.

13.6 - Exhibit 13

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

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

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

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

13.6 - Exhibit 13 -Continued

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

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

- A. Ensure all commissary issues have been posted. Total the commissary amounts per individual.
 - B. Has all time been properly documented on a CTR? Have all CTRs been posted?
 - C. Has the travel time been established and submitted on a CTR? Post beginning travel time and sign on the next line. Leave remainder of column open for home unit supervisor to post and approve ending travel time.
 - D. Cross out unused, blank, time entry columns.
 - E. How will payment of casuals be made? The Time Unit Leader coordinates transmission of the required pay documents.
 - F. Have injury documents been attached to the OF-288 (to be hand carried to the crew/individual's home unit by the responsible person)?
 - G. Some crews/individuals will also have equipment under hire (saws, vehicles, etc.) Have Emergency Equipment Shift Tickets, OF-297, been received and posted onto Emergency Equipment Use Invoice, OF-286? Has a final Vehicle/Heavy Equipment Inspection Checklist, OF-296, been completed?
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 (Chapter 40, Section 45, Exhibit 01).

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

13.6 - Exhibit 13 -Continued

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

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

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

13.6 - Exhibit 14

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: _____		Telephone: _____	
CASUAL INFORMATION			
Casual's Name: _____	Phone No: _____	Start Date: _____	
POSITION INFORMATION			
Job Title: _____	AD Class: _____	AD Rate: \$ _____	
Incident Order #: _____	Accounting Code: _____	Request #: _____	
<small>Example: ID-BOF-0423</small>			
Hiring of emergency personnel may be made according to the provisions of the Pay Plan for Emergency Workers when any of the following exists:			
<input type="checkbox"/> 1. To fight a going fire.			
<input type="checkbox"/> 2. Unusually dry period or fire danger is high to extreme.			
<input type="checkbox"/> 3. To provide support to ongoing incident.			
<input type="checkbox"/> 4. To place firefighter on standby for expected dispatch.			
<input type="checkbox"/> 5. Temporarily replace members of fire suppression crews or fire management personnel who are on fire.			
<input type="checkbox"/> 6. To attend fire suppression training. <input type="checkbox"/> Trainee OR <input type="checkbox"/> Refresher AND Course Title: _____			
<input type="checkbox"/> 7. To instruct fire suppression training when all other methods of hiring and contracting instructors have been exhausted.			
<input type="checkbox"/> 8. To cope with floods, storms or any other emergency.			
<input type="checkbox"/> 9. To carry out emergency fire rehabilitation work when there is an immediate danger of loss of life or property.			
<input type="checkbox"/> 10. Transition period following a natural emergency (not to exceed 90 days).			
<input type="checkbox"/> 11. Hazardous Fuel Reduction NTE 300 hours per calendar year (DOI agencies only)			
TRAVEL/TRANSPORTATION			
Casual is entitled to transportation to and from the incident: <input type="checkbox"/> No <input type="checkbox"/> Yes			
Transportation method:			
<input type="checkbox"/> Airline			
<input type="checkbox"/> POV (Mileage reimbursement authorized)			
<input type="checkbox"/> Rental vehicle (Must be on resource order. Rental provided by: <input type="checkbox"/> Casual or <input type="checkbox"/> Government)			
<input type="checkbox"/> Other (list, such as bus, gov't vehicle, EERA): _____			
Check One:			
<input type="checkbox"/> Casual to be subsisted by government. Hiring unit will reimburse approved incidental expenses at actual cost; receipts required.			
<input type="checkbox"/> 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:			
Hiring Official:	<input type="checkbox"/> I-8, Employment Eligibility Verification		
	<input type="checkbox"/> OF-288, Emergency Firefighter Time Report (Complete Top section, Column A 1-8 and travel start time)		
	<input type="checkbox"/> Direct Deposit form (if applicable) Provide to Casual		
	<input type="checkbox"/> State/federal government-issued Picture ID verified and in Casual's possession (required for all positions)		
	<input type="checkbox"/> Incident qualification card (if required for position) verified and in Casual's possession		
	<input type="checkbox"/> State-required certification verified, if required for position (e.g., CDL, driver's license)		
Casual:	<input type="checkbox"/> Federal W-4	<input type="checkbox"/> State W-4	<input type="checkbox"/> W-5, if applicable
	<input type="checkbox"/> Incident Behavior Form signed		
_____	_____	_____	_____
Casual Signature (Required)	Date	Hiring Official Signature (Required)	Date

Distribution: Original attached to original OF-288; Copy retained by Hiring Unit; Copy retained with incident records
Return original of this form and original OF-288 to the hiring unit.

13.6 - Exhibit 15

INCIDENT BEHAVIOR FORM, PMS 935-1

Incident Behavior

Common Responsibilities
Volunteers and Single Resource Casual Hires

Inappropriate Behavior:

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

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

Drugs and Alcohol:

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

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

Signature

Date

13.6 - Exhibit 15 – Continued

INCIDENT BEHAVIOR FORM – SPANISH, PMS 935-2

Comportamiento Incidental

Responsabilidades Comunes
Voluntarios y Recursos Individuales de Empleo Casual

Comportamiento inapropiado:

Es extremadamente importante que comportamientos inapropiados sean reconocidos y tratados con prontitud. Comportamientos inapropiados son todo tipo de acoso incluyendo acoso sexual y racial y no debe ser tolerado. Cuando usted observe o escuche de este comportamiento usted debe:

- Informar y educar a dependientes de sus derechos y responsabilidades.
 - Dile al acosador que pare su conducta ovensiva.
- Proveer apoyo a la victima.
- Desarrollar medidas correctas y apropiadas
- Reportar el incidente a su supervisor y el supervisor del individuo, si el comportamiento continua. Una accion de disciplina puede ser necesario.
- Desarrolla medidas correctives apropiadas.
- Documente comportamientos inapropiados y reportelos a la agencia del hogar del empleado.
- Mientras trabaja en o alrededor de propiedad privada, reconosca y respete toda propiedad privada.

Drogas y Alcohol:

- Drogas ilegales de drogas y alcohol no son permitidas en el incidente. Posesion o uso de estas substancias resultara in una accion de disciplina.
- Durante el periodo de descanso del incidente, cada persona es responsable por su conducta apropiada y manejo de aptitud para sus obligaciones. Abuso de drogas y alcohol que resulte en incompetencia para sus obigaciones normalmente resulta en una accion de disciplina.
- Sea un modelo positivo. No se envuelva con el abuso de drogas y alcohol.
- Reporte a su supervisor cualquier abuso de drogas y alcohol que observe.

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

Firma

Fecha

CHAPTER 10 – PERSONNEL

Section 14 – COMMISSARY

Contents

14	COMMISSARY
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Section 14 - COMMISSARY

14 – COMMISSARY.

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

14.04 – Responsibilities.

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

6. Home Unit. The individual's home unit is responsible to process payroll deductions posted on the Emergency Firefighter Time Report, OF-288, in accordance with agency policy.

7. Payment Unit. The unit responsible for making contractor payment is responsible to process vendor deductions posted on the vendor invoice.

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

14.1 – Commissary Authorizations.

14.1-1 – Commissary Privileges - Payroll Deduction.

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

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

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

The amount issued is posted as a deduction to the appropriate vendor invoice used for contract payments. The Commissary Manager ensures that supporting documents, such as copies of the Commissary Issue Record, OF-287, are attached to the contractor invoice.

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

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

14.2 – Contracted Commissary. The National Interagency Mobile Commissary Services contract is mandatory for the Forest Service and is available for use by states and other federal agencies. The contract provides a listing of contractors, price lists, and contract specifications.

1. Contracted commissaries are requested and released through the resource order process.
2. The FSC is the designated Contracting Officer's Representative (COR) for the contract.
3. Upon arrival at the incident the contractor provides the FSC with an operating plan that includes hours, prices, logo wording and design, records, procedures for demobilization, etc. The FSC reviews and approves the operating plan.
4. The terms and conditions of the contract govern the operations of the commissary. Agency services furnished, beyond those required by the contract, are deducted from the contractor's invoice.
5. The Commissary Manager obtains original, daily issue records (OF-287 or other approved form) from the contractor. The Commissary Manager audits and totals the issue records, makes a copy and submits them to the Time Unit for posting to the OF-288, and to the Procurement Unit to document the deduction(s) on vendor invoices. Individual deductions from contractor invoices are recorded and posted as a total when the invoice is finalized. The Equipment Vendor Deduction Log found in the Tool Kit Section, may be used to facilitate this process.
6. The original issue record is returned to the commissary contractor to be attached to the National Mobile Commissary Services Payment Invoice, Section 14.7, Exhibit 05.
A copy of the issue record is retained by the Commissary Manager for the Incident Finance Package (See Chapter 40, Section 45, Exhibit 02).
7. The FSC and commissary contractor sign the payment invoice. The contractor submits the invoice to the payment office designated in the contract. The Commissary Manager retains a copy of the invoice for the Incident Finance Package.
8. The commissary contractor follows established demobilization procedures prior to release from the incident.

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

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

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

14.3-2 – Ordering Procedures.

1. Commissary Manager requisition commissary items through the Logistics Section on resource order forms. All resource order forms for commissary shall clearly state that the items are for commissary.
2. Individual commissary purchases are made for boots and certain clothing items because of the wide range of sizes involved. In order to reduce the possibility of non-delivery of such items, the Commissary Manager should determine the name, crew affiliation, and location of the individual ordering such items. Resource orders for these commissary items shall include this information and be processed as in 14.3-2--1 above.
3. The Logistics Section forwards commissary resource orders to the incident agency per the established ordering process. Normally, these items are procured by the incident agency acquisition staff or assigned Buying Team. The incident agency acquisition staff/BUYT completes the Commissary Accountability Record, OF-284, to transfer items, arranges delivery of the items to the incident, and processing all returned items. Commissary supplies should be purchased separately from other items to facilitate accountability.
4. The Commissary Manager inventories all items received and verifies against the OF-284, invoice, waybill, or other transfer document. The Commissary Manager signs for receipt of goods on the OF-284, and returns a copy to the Procurement Officer. The Procurement Officer is notified immediately of all discrepancies.

5. Commissary stocks should be held to a minimum to avoid carryover. If this is not possible, remaining stocks are transferred on the Commissary Accountability Record, OF-284, to the Incident Agency (See Section 14.7, Exhibit 04).

14.4 – Commissary Issue Record. Commissary Issue Record, OF-287 (Section 14.7, Exhibits 01 and 02), is used to record commissary issues. Items are listed by quantity, descriptive name, unit price, and total value. Individuals print their name and sign for the purchase on the OF-287.

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

The Commissary Manager balances the issues against beginning and ending inventory daily. The Commissary Issue Records are then submitted to the Time Unit for posting to the OF-288, and to the Procurement Unit to document the deduction(s) on the appropriate invoices. Deductions to contractor invoices are not actually posted daily. Copies of the issues are filed with the contractor invoice prior to contractor demobilization, issues are tallied and a final amount posted to Block 26 of the OF-286. The Vendor Deduction Log, found in the Appendix, Tool Kit, may be used to facilitate this process.

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

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

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

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

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

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

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

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

The Equipment Time Recorder documents the issues from the OF-287, or contractor provided form, by making a copy of the issue and filing it with the contractor invoice. The Equipment Time Recorder initials the OF-287, to verify the contractor deduction. Deductions are not posted daily. Prior to contractor demobilization, all deductions are tallied and a final amount posted to Block 26 of the Emergency Equipment Use Invoice, OF-286. The Vendor Deduction Log found in the Appendix, Tool Kit, may be used to facilitate this process.

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

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

14.7 – Exhibits.

14.7 – Exhibit 01

COMMISSARY ISSUE RECORD, OF-287

COMMISSARY ISSUE RECORD							1. FIRE LOCATION <i>Payette District</i>		2. FIRE NAME <i>River Road</i>		3. FIRE NO. <i>ID-PNF-030</i>	
							4. FIRE CAMP NAME		5. FIRE CAMP NO.		6. DATE <i>8/5/xx</i>	
											7. SHEET NO. <i>1 of 1</i>	
8. COMMODITY ➔							9. TOTAL COST		10. CREW IDENT.		11. PURCHASER'S NAME (Print) AND SIGNATURE	
											12. I.D. No. (from OF-288 Emergency F.F. Time Report)	
											13. INITIALS (Posted to OF-288)	
A	UNIT PRICE	<i>12⁰⁰</i>					<i>12⁰⁰</i>	<i>SRV #2</i>	NAME <i>Jorge Chavez Jr.</i>	SIGNATURE <i>Jorge Chavez Jr.</i>	I.D. NO. <i>F4225615</i>	
	QUANTITY	<i>1</i>										INITIALS <i>Ⓜ</i>
	SUB-TOTAL	<i>12⁰⁰</i>										
B	UNIT PRICE	<i>12⁰⁰</i>	<i>196⁰⁰</i>	<i>6⁰⁰</i>			<i>220⁰⁰</i>	<i>SRV #2</i>	NAME <i>Vern D. Reyes</i>	SIGNATURE <i>Vern D. Reyes</i>	I.D. NO. <i>F4225629</i>	
	QUANTITY	<i>1</i>	<i>1</i>	<i>2</i>								INITIALS <i>Ⓜ</i>
	SUB-TOTAL	<i>12⁰⁰</i>	<i>196⁰⁰</i>	<i>12⁰⁰</i>								
C	UNIT PRICE			<i>22⁰⁰</i>	<i>4⁰⁰</i>	<i>8⁰⁰</i>	<i>34⁰⁰</i>	<i>SRV #2</i>	NAME <i>Nancy Black</i>	SIGNATURE <i>Nancy Black</i>	I.D. NO. <i>F4225618</i>	
	QUANTITY			<i>1</i>	<i>1</i>	<i>1</i>						INITIALS <i>Ⓜ</i>
	SUB-TOTAL			<i>22⁰⁰</i>	<i>4⁰⁰</i>	<i>8⁰⁰</i>						
D	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
E	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
F	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
G	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
H	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
I	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											
J	UNIT PRICE								NAME		I.D. NO.	
	QUANTITY								SIGNATURE		INITIALS	
	SUB-TOTAL											

NSN 7540-01-120-4063

Original—Commissary

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

14.7 – Exhibit 02

CONTRACTED COMMISSARY ISSUE RECORD, FORM 284B, NFES 2180

Crew Name _____ Sheet _____ of _____
 Vendor Name _____ Date: _____ AM/PM
 INCIDENT NAME: _____ INCIDENT LOCATION: _____ INCIDENT CHARGE #: _____

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

Form 284B (3-10)
NFES 2180

Original

*Initial when changes are posted

14.7 – Exhibit 03

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

1. Project. Incident Number.
2. Camp Name. Incident Name.
3. Report Number. Sequential number of accountability records completed. One accountability record must be completed daily or per operational period.
4. Enter as applicable for Columns A-D, as shown here for Item (1).

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

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

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

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

Column e. Net Change. Enter the total for all documents listed in Item 4, Column d, items 1-12.

5. Value of Stock on Hand. Enter the figure from Item 9 in the previous accountability record. If this is the first report, and no other commissary items are on hand, this block will be zero.
6. Total. Add Item 4e. (Net Change) to Item 5 (Value of Stock on Hand). This is the total amount of stock available to issue at the beginning of the operational period.
7. Value of Stock Issued During Period. This is the total of all issues from the Commissary Issue Record, OF-287. Retain originals of Commissary Issue Records to attach to this accountability record as supporting documentation.

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

8. Balance. Subtract Item 7 (Value of Stock Issued During Period) from Item 6 (Total). This should equal the amount of stock remaining.
9. Value of Stock on Hand. Inventory all remaining stock and enter the value. Attach the original inventory to the original accountability record.
10. Difference. Subtract Item 9 (Value of Stock on Hand) from Item 8 (Balance). If the difference is zero, you have balanced for the operational period. If there is a difference, check the block to indicate whether it is a plus or minus. List the reason for the discrepancy in the remarks block. Lost or stolen items must be properly documented in accordance with Incident Agency requirements.
11. Remarks. Indicate any differences, or other comments of interest.
12. Authorized Signature. Signature of individual preparing report, usually the Commissary Manager.
13. Title. Title of person preparing report.
14. Date. Date report prepared.
15. Signature. When inventory is transferred from an incident to the Incident Agency, or from one Commissary Manager to the next, this is signed by the receiving individual. The receiving individual must inventory items prior to assuming responsibility.
16. Title. Title of person receiving inventory.
17. Date. Date inventory transferred.

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

14.7 – Exhibit 04

COMMISSARY ACCOUNTABILITY RECORD, OF-284

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

14.7 – Exhibit 05

NATIONAL MOBILE COMMISSARY SERVICES
PAYMENT INVOICE, FORM 284A, NFES 2600

National Mobile Commissary Services
PAYMENT INVOICE

Page ___ of ___

CONTRACTOR (Name and Address)					TYPE OF SERVICE: NATIONAL MOBILE COMMISSARY SERVICES	
					ADMINISTRATING OFFICE FOR PAYMENT: USDA-FS BOISE NATIONAL FOREST FISCAL and ACCOUNTING 1249 S VINNELL WAY BOISE, ID 83709-1684	
INCIDENT OR PROJECT NAME					FOREST SERVICE CONTRACT NO. 53-024B-	RESOURCE ORDER NUMBER:
POINT OF HIRE AND RELEASE IS THE INCIDENT (For Purposes Of Paying Availability:)					DATE AND TIME OF ARRIVAL AT INCIDENT Date _____ Time _____ (See measurement and payment clause)	DATE AND TIME OF RELEASE FROM INCIDENT: Date _____ Time _____ (See measurement and payment clause)
THE RATES ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY THE CONTRACTOR. See exceptions under Government Furnished Property and use of premise clause in contract.					OPERATOR(S) FURNISHED BY: CONTRACTOR	
YEAR		DAILY AVAILABILITY / MILEAGE			NONCASH SALES AMOUNT	TOTAL SALES AMOUNT
MONTH	DAY	UNITS WORKED	RATE	AMOUNT		
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
CHARGE CODE					GROSS AMOUNT DUE	\$
REMARKS					SUBTOTAL () FROM PREVIOUS PAGE	\$
					TOTAL AMOUNT DUE	\$
					DEDUCTIONS (Attach statement)	\$
					ADDITIONS (Attach statement)	\$
					NET AMOUNT DUE	\$
NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS."						
CONTRACTOR (Agents) SIGNATURE				DATE	FINANCE SECTION CHIEF SIGNATURE	DATE
PRINT NAME AND TITLE				PRINT NAME AND TITLE		

CHAPTER 10 – PERSONNEL

Section 15 – COMPENSATION FOR INJURY/ILLNESS

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Exhibit 09	Request for Examination and Treatment, CA-16
Exhibit 10	Attending Physician's Report, CA-20
Exhibit 11	Duty Status Report, CA-17
Exhibit 12	Evidence Required in Support of a Claim for Occupational Disease, CA-35
Exhibit 13	Sample Injury/Illness Log

Section 15 – COMPENSATION FOR INJURY/ILLNESS

15 – COMPENSATION FOR INJURY/ILLNESS. This section gives specific direction for authorizing medical treatment, documenting injury/illness and forwarding claims and information to home units for processing with federal or state workers' compensation providers.

15.01 – Authorities. Federal and state laws and agreements authorize obtaining necessary medical services for individuals who are hurt or become ill while engaged in work activities. Specifically:

1. The Federal Employee's Compensation Act (FECA) authorizes medical care and compensation for periods of disability for regular federal government employees and federal casuels who sustain traumatic injuries and occupational diseases in the performance of duty. The Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor, administers the FECA (20 CFR 10).
2. The Medical Attention Act of March 3, 1925, the Department of Agriculture Organic Act of September 21, 1944, and the Granger-Thye Act of April 24, 1950, authorize appropriated funds to be used to purchase necessary medical supplies, services, and other assistance for the immediate relief of individuals engaged in the suppression of forest fires or other hazardous work for the federal government.
3. State Workers' Compensation Programs authorize medical care and services and other assistance for individuals hired under state authorities.

15.04 – Responsibilities.

1. Incident agency is responsible for:
 - A. Ensuring that appropriate federal and state workers' compensation procedures outlined in this directive are implemented and followed.
 - B. Providing a local contact and local guidelines/procedures for the Compensation/Claims Unit Leader.
 - C. Providing local treatment center information.
 - D. Establishing agreements with medical providers for Agency Provided Medical Care (APMC), if authorized.
2. Incident Management Team is responsible for providing medical attention to injured or ill individuals.

3. Finance/Administration Section Chief is responsible for:
 - A. Overseeing the Compensation/Claims Unit to ensure appropriate injury/illness documentation and treatment authorizations are issued and completed.
 - B. Utilizing the APMC program, if available, and coordinating with the Medical Unit Leader, medical providers, the incident agency, and others who may be involved.
 - C. Providing a copy of the medical resource order log to the incident agency's Administrative Representative.
 - D. Obtaining and providing state workers' compensation information and forms for state employees assigned to the incident.
4. Compensation/Claims Unit Leader or Compensation for Injury Specialist is responsible for:
 - A. Authorizing medical treatment through OWCP (CA-16), APMC (FS-6100-16), or state procedures.
 - B. Reviewing medical treatment documentation for work restrictions and informing the individual's supervisor of these restrictions.
 - C. Ensuring that necessary paperwork is completed, processed in a timely manner, and forwarded to the individual's home unit.
 - D. Advising individuals of their rights and responsibilities when injured or ill. (See #6 below)
 - E. Providing information to the Time Unit Leader for accurate posting of timesheets for injured/ill individuals.
 - F. Providing information to the Procurement Unit Leader for posting deductible medical treatments to vendor invoices.
 - G. Following up on the status of hospitalized or medevaced incident personnel.
 - H. Informing FSC and Safety Officer of injury/illness and trends occurring on the incident.
5. Supervisor is responsible for:
 - A. Obtaining first aid/medical treatment for the injured person.

- B. Completing the supervisory portion of reporting forms and giving receipt copy of the form to the injured person.
 - C. Following up with the Compensation/Claims Unit for work restrictions and follow-up medical treatment.
 - D. Coordinate with section chief and Planning Section for work assignment modifications or release from incident.
 - E. Reporting time for injured/ill individual on a Crew Time Report (CTR), to document time spent obtaining medical treatment, travel time to and from a provider and any time loss due to injury/illness.
6. Employee is responsible for:
- A. Notifying the supervisor and requesting first aid or medical treatment if necessary.
 - B. Completing the employee portion of reporting forms.
 - C. Obtaining a witness statement
 - D. Promptly report to supervisor any time loss due to injury/illness; time spent obtaining medical treatment and travel time to and from a medical provider.
 - E. Notifying home unit supervisor when a time loss injury occurs, per agency requirements.
7. Home Unit is responsible for:
- A. Initiating follow-up medical treatment under OWCP, APMC or state procedures.
 - B. Following standard 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.
 - C. Submitting reportable claims and medical documentation to the appropriate workers' compensation office in a timely manner.

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

- 1. Agency Provided Medical Care (APMC). Reasonable and initial medical care, services, and supplies provided by the incident agency for minor injuries or illnesses.

2. APMC Cases. Injury/illness cases involving only one APMC visit with no lost time charged to sick or annual leave, or Continuation of Pay (COP); and similar cases, which require only one follow-up APMC visit during non-duty hours.
3. Compensation. Compensation includes payments for medical, diagnostic and treatment services; loss of wages and/or ability to earn wages; a schedule award; participation in approved vocational rehabilitation programs; and benefits to dependents if the job related injury or illness causes the individual's death.
4. Continuation of Pay (COP). A benefit which entitles an injured regular federal government employee and federal casual, under certain circumstances, to have regular pay continued by the home unit for a period not to exceed a total of 45 calendar days (20 CFR 10.200).
5. Controvert. To dispute the validity of an individual's claim.
6. Coverage and Eligibility. Any individual who is injured or becomes ill while engaged in an emergency incident may be provided initial emergency medical services through first aid, APMC, OWCP, or state workers' compensation programs.
7. First Aid Cases. Injuries/illnesses involving treatment by paramedics, EMTs, the Medical Unit, or a military facility where no billing for services or supplies are required and no lost time beyond the date of injury is expected.
8. Medical Care. Medical care includes first aid; physician services; surgery; hospitalization; drugs and medicines; orthopedic, prosthetic, and other appliances and supplies; and transportation expenses incurred when seeking medical treatment for job-related injury or illness.
9. Medical Resource Request Number. A medical resource request number (M#) is assigned for all medical treatment under APMC. Requests on a particular resource order are numbered sequentially, prefixed by the resource category alpha code (e.g., M-1, M-2, M-3).

Each incident is assigned a unique Incident/Project Order Number. For example, MT-LNF-076 stands for: Montana, Lolo National Forest. The medical resource request number consists of the incident order number, followed by the request number (e.g., MT-LNF-076, M-1). This combination is referred to as an M#.
10. Occupational Illness/Disease. A disease that is produced by systemic infections; continued or repeated stress or strain; exposure to toxins, poisons, or fumes; or other continued and repeated exposure to conditions of work environment over a period of at least two days (20 CFR 10.5(q)).

11. Office of Workers' Compensation Programs (OWCP). The office within the Department of Labor that is responsible for administering the provisions of the Federal Employee's Compensation Act (FECA).

12. OWCP Chargeback Code. Job related injuries/illnesses are processed by, and charged to, the employee's home or employing unit, regardless of where the injury or illness occurs. Each agency is assigned identifying OWCP chargeback codes. The Compensation for Injury Specialist must insert the primary agency identifying OWCP code on CA forms. These codes are:

DOI, Bureau of Land Management (non-fire only)	7101
DOI, Bureau of Land Management (all fire activities)	7121
DOI, Bureau of Indian Affairs (non-fire only)	7106
DOI, Bureau of Indian Affairs (all fire activities)	7156
DOI, National Park Service (non-fire only)	7107
DOI, National Park Service (all fire activities)	7157
DOI, U.S. Fish & Wildlife Service (non-fire only)	7110
DOI, U.S. Fish & Wildlife Service (all fire activities)	7150
USDA, Forest Service (all fire activities)	8641
USDA, Forest Service (non-fire only)	8625

The chargeback codes are further broken down by alpha codes identifying specific offices and locations. Home units must complete alpha codes before submitting forms to OWCP.

13. 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.

14. Pre-existing Injury or Illness/Disease. Injuries or illnesses that existed prior to the incident assignment and are aggravated, accelerated, or precipitated by factors of the current work assignment.

15. Recurrence. Disability is considered to be a recurrence when, after recovering from an injury or illness and returning to work, the individual is again disabled and there has been no event, action or apparent cause or reason for the disability except for the previous injury (20 CFR 10.5(y)).

16. Reportable Cases. Injury/illness cases involving medical expense to the individual or OWCP, lost time beyond the date of injury (time charged to sick, annual leave, Leave Without Pay (LWOP), or COP), and/or anticipated disability.

17. Reporting Office. The home unit is the reporting office that submits the individual's claim to the OWCP, follows the reporting of cases per agency procedures, and is the unit charged with the injury or illness.

18. Third-Party Cases. An injury or illness/disease caused by a person or object under circumstances that indicate there may be a legal liability on a party other than the federal or state government.

19. Traumatic Injury. A wound or other condition of the body caused by external force, including stress or strain, and which occurs during one work shift or calendar day. The injury must be identifiable by time and place of occurrence and member or function of the body affected (20 CFR 10.5(ee)).

20. Type and Source Code. Codes used on federal workers' compensation forms (CA-1, CA-2) to specify type and source for the event which initiated injury or illness.

15.1 – First Aid Cases. In order to be considered a first aid case, no lost time or billable medical treatment is expected. Medical Unit personnel record first aid cases on the Incident Medical Unit Record of Issue. Do not complete federal or state workers' compensation forms unless specifically requested by the injured/ill individual.

15.2 – Agency Provided Medical Care (APMC).

15.2-1 – Coverage and Procedures. The intent of APMC is to provide reasonable and initial medical care to individuals who suffer minor injuries or illnesses while on an incident assignment, and prompt payment to the incident medical providers. Under APMC, reasonable and initial medical assistance includes treatment by a clinic, hospital and physician services and supplies, prescriptions, and one follow-up visit. This coverage is separate from, and not under, any authority or provisions of the Federal Employee's Compensation Act (FECA) or state workers' compensation programs.

APMC should not be authorized for non-occupational injuries or illnesses unless payroll or contract invoice deduction will be made.

The incident agency is responsible for paying the medical provider and for resolving any disputed matters with the individual treated for all APMC services authorized. If the injury or illness does not meet criteria in Section 15.2-2, the individual may be responsible for reimbursing the incident agency.

State authorities vary and may not allow medical treatment for state employees under APMC. The sending unit geographic area state or federal incident business management coordinator should be contacted for the state's policy in this matter if the injured individual does not have the information. (State and National Guard employee's coverage is dependent on the contract and/or agreement under which they are dispatched.) Also refer to state information in the geographic area supplements to Chapter 50.

Military medical units will provide treatment for military personnel when available. APMC will be provided, when available, beyond what the military medical unit can

provide or when a unit is not available. Military personnel will comply with incident agency reporting requirements for APMC. (Reference Military Use Handbook, Chapter 100.)

Contractors and contractor employees may utilize APMC services, if authorized by the contractor. All costs for services are deducted from the Emergency Equipment Use Invoice, OF-286, or other invoice, (Chapter 20, Section 25.3). The Compensation/Claims Unit provides the Procurement Unit with deduction documentation.

15.2-2 – Authorizing Medical Treatment. The FSC coordinates the establishment of APMC through the incident agency. APMC may be used to provide initial medical treatment for any traumatic injury, occupational illness, pre-existing condition, or non-occupational injury or illness that meets APMC criteria.

Generally, APMC may be used to authorize treatment for non-occupational injuries or illnesses such as respiratory illness, colds, sore throats and similar conditions associated with exposure to smoke, dust, and weather conditions, etc.

Treatment for non-occupational injury or illness should be provided to relieve suffering. For non-occupational injuries and illnesses, the intent of APMC is to provide only that treatment which allows completion of the workday and provides interim care until arrangement for private medical attention, at the individual's expense, is made. If an individual is treated for a non-covered injury or illness (i.e., toothache due to cavity), charges will be paid directly by the individual or processed as a deduction on the appropriate pay document. Do not complete workers' compensation forms for non-occupational injury or illness unless requested by the injured/ill individual.

The medical resource request number (M#) is issued by the Finance/Administration Section to the medical facility. One M# is issued to cover all treatment associated with a specific injury or illness.

The APMC Authorization and Medical Report, Form FS-6100-16, is used to authorize treatment and for the medical provider to document patient evaluation and diagnosis each time the employee is treated (See Section 15.5, Exhibit 05). These reports are returned to the Compensation for Injury Specialist so duty status and disability determinations can be made.

Do not confuse APMC procedures with other workers' compensation programs. Do not issue a Request for Examination and Treatment, CA-16, for APMC. All APMC cases must have the M# entered on the top of all reporting forms with a notation "Paid by APMC".

If an individual or crew is on an assignment outside the United States and medical treatment is needed, a government charge card, convenience check, or other authorized and acceptable purchase method may be used to pay medical providers. APMC reporting

and treatment forms must still be completed as directed, and documentation of the payment method attached.

All authorized medical services must be summarized on the APMC treatment log. The FSC provides a copy of the log to the incident agency to support payment for APMC and to facilitate follow-up. (See Section 15.5, Exhibit 06.)

15.3 – Standard Workers’ Compensation Coverage and Procedures. Section 15 primarily addresses federal workers’ compensation. State compensation coverage varies from state to state.

15.3-1 – Federal Employee’s Compensation Act (FECA). All federal employees, casuals, and personnel covered by a written agreement that contains FECA authorities, who sustain job-related injuries and illnesses in the performance of duty, are covered by FECA (20 CFR 10).

Contractors and employees of contractors, inmate crews and their custodians, National Guard mobilized by a Governor's order, and active duty military personnel are not covered by FECA.

Generally, federal employees are covered under FECA while in travel status away from their home unit. This normally applies whether they are in duty status or nonduty status (7 days a week, 24 hours a day). Individuals who remove themselves from official travel status, e.g., engaging in non-work related activities or who deviate from the authorized course of travel for personal reasons may not be covered by FECA if injury or illness results. Other non-covered situations include when the injury is caused by (a) the employee's willful misconduct, (b) intention to bring about injury or death of self or of another person, or (c) intoxication of the injured employee. In such cases, the individual may file a claim to obtain a determination from OWCP. Do not authorize medical treatment in these circumstances.

15.3-2 – Medical Care. FECA provides for medical care for the treatment of an accepted job-related injury or illness.

In serious and immediate medical care situations that may not be work related, such as apparent heart attacks, convulsions, epileptic seizures, fainting spells, and emotional disturbances, OWCP will normally pay all reasonable services and supplies required for emergency treatment, if a CA-16 is authorized and issued to the medical facility. Block 6.B.2 of the CA-16 must be checked when there is doubt that the medical condition is job-related. These situations are not normally covered under FECA and a determination by OWCP will have to be made.

15.3-3 – Authorizing Medical Care. Medical care can only be authorized for traumatic injuries. The supervisor or the Compensation for Injury Specialist authorizes initial medical treatment on a Request for Examination and/or Treatment, CA-16. (Section 15.5, Exhibit 09)

If verbal authorization is given in an emergency situation, the CA-16 must be issued within 48 hours after the medical treatment is obtained. If the supervisor or the Compensation for Injury Specialist finds cause to refuse a request for a CA-16, the individual must be advised in writing of the reason for refusal.

Under FECA, employees may elect a physician of their choice. Emergency situations that dictate securing medical services from the nearest available facility, or physician through APMC, does not constitute selection or choice of physician. The election is still available should further treatment be necessary.

Do not issue form CA-16 for occupational illness/disease or recurrence of an injury without prior approval from OWCP. Medical conditions associated with smoke, dust, weather conditions, etc., resulting in respiratory illness, colds, sore throats, and similar illnesses are not covered under the FECA, unless medical reports establish, beyond doubt, the illness/disease is job related. Use APMC procedures covered in Section 15.2.

15.3-4 – Continuation of Pay (COP).

1. Definition and Entitlement. When a regular federal government employee or federal casual sustains a traumatic injury and seeks medical treatment from a physician, the individual may claim continuation of regular pay (COP) for any wage loss due to the injury. Time loss must be documented by medical records for an individual to be eligible to receive this benefit. A disability exists only when determined by the physician per medical records. COP is available for a maximum of 45 calendar days and begins with the first day or shift of disability or medical treatment after the date of injury, provided the absence starts within 45 days after the injury. Individual should coordinate with their home unit for specific direction (20 CFR 10.200 – 10.224).

COP may not be paid after a termination date that was established prior to the injury. For casuals, COP ends when the incident to which assigned has ended or when the crew has been released from the incident to the home unit, whichever occurs first. The home unit is responsible to process pay compensation per OWCP regulations if the casual's COP ends before the disability is resolved.

2. Controversion. In questionable situations, controvert the claim on the CA-1. Under the FECA, COP does not apply in the following situations. If the case is controverted, the individual's home unit may retroactively authorize COP pending a decision by OWCP (20 CFR 10.220).

- A. The disability was not caused by a traumatic injury;
- B. The employee is not a citizen of the United States or Canada;
- C. No written claim was filed within 30 days from the date of the injury;

- D. The injury was not reported until after employment has been terminated;
- E. The injury occurred off the employing agency's premises and was otherwise not within the performance of official duties;
- F. The injury was caused by the employee's willful misconduct, intent to injure or kill himself or herself or another person, or was proximately caused by intoxication by alcohol or illegal drugs; or
- G. Work did not stop until more than 45 days following the injury.

3. COP Recording Procedures for Regular Federal Government Employees. The COP rate for a regular federal government employee is determined by the individual's home unit.

Time loss due to disability and medical treatment on the day of injury is not charged to COP. The individual is kept in regular pay status to meet base hour requirements or paid the guarantee hours (8, 9, or 10) for that calendar day (See Section 12.8). COP begins with the first day of absence for disability or medical treatment following the date of injury.

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

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

Work performed during a period of COP is recorded as regular hours of work. Return travel time from an incident assignment is considered work time for both regular government employees and casuals and is not charged to COP. Travel to and from a medical provider is compensable time (See Chapter 10, Section 12.8-6). Time spent receiving medical treatment is not compensable.

Initiate a separate column on the Emergency Firefighter Time Report (OF-288), to record COP. Note "COP" in the Rate Block. For regular government employees, indicate "COP" without clock hours for each full day of disability by indicating "COP" in the start/stop columns, and recording the total time needed to complete the guarantee hours (8, 9, or 10) for that day. Indicate partial days of disability with clock hours and total COP hours in the COP column. (See Section 15.6, Exhibit 07 for examples of recording COP.)

4. COP Recording Procedures for Casuals. Casuals are entitled to payment of COP for 8 hours per day, 7 days per week, for periods of disability until one of the following is met:

- A. Complete recovery is realized.
- B. The 45 calendar days are complete.
- C. They are released from the incident assignment because the incident is over and/or their crew is demobilized to the home unit.

Initiate a separate column on the OF-288 to record COP. Note: "COP" in the AD classification block. The COP rate for a casual is the AD hourly rate under which the casual was working at the time of injury.

Indicate "COP" in the Start/Stop columns, and record "8" in the hours column, for each full day of disability. Enter the number of hours needed to total 8 hours guarantee for each partial day of disability.

For example, if on a day subsequent to the date of injury and initial treatment, a casual worked 4 hours and was then transported to a doctor for follow-up treatment (2 hours round trip) COP entitlement would be 2 hours. Record "COP" in the Start/Stop columns and "2" in the hours column. Record 4 hours of work time and two hours of travel time in a separate column. (See Section 15.6, Exhibit 08.)

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

15.4 – Procedures, Documentation Requirements, and Forms Distribution for Federal Workers’ Compensation.

1. Traumatic Injury.

<u>FORMS REQUIRED</u>	<u>ACTION TAKEN</u>
CA-1, Report of Traumatic Injury and Claim for Continuation of Pay/Compensation	Individual completes the front of form as soon as possible and preferably within 48 hours of the injury. Supervisor completes reverse side, signs, and gives receipt to individual. Individual/supervisor should obtain witness statement(s). Supervisor is responsible for completion if employee is incapacitated.

<u>FORMS REQUIRED</u>	<u>ACTION TAKEN</u>
	<p>Compensation for Injury Specialist (INJR) advises individual of rights, benefits, and responsibilities.</p> <p>INJR inserts Type and Source Code (see Section 15.5, Exhibit 01) and OWCP Chargeback Code (see Section 15.05-12).</p> <p>Compensation/Claims Unit Leader (COMP) submits completed form to the individual's home unit compensation specialist within three days of receipt.</p>
<p>CA-16, Request for Examination and Treatment</p>	<p>INJR prepares and issues one form per injury. If verbal authorization is given, forward to medical provider within 48 hours. (See Section 15.5, Exhibit 09.) Injured individual returns completed form to the INJR.</p> <p>COMP submits completed form to the individual's home unit compensation specialist within three days of receipt.</p>
<p>FS-6100-16, APMC Authorization and Medical Report</p>	<p>INJR issues one form for each visit to a medical provider. If verbal authorization is given, issue within 24 hours of treatment. Injured individual or individual acting on their behalf returns completed form to the INJR.</p> <p>COMP submits completed form to the individual's home unit compensation specialist within three days of receipt.</p>

2. Occupational Illness/Disease Covered by FECA Requiring Medical Treatment or Resulting in Lost Time.

<u>FORMS REQUIRED</u>	<u>ACTION TAKEN</u>
CA-2, Notice of Occupational Disease and Claim for Compensation	Individual completes the front of form as soon as possible and preferably within 48 hours. Supervisor completes and signs reverse side.
	INJR advises individual of rights, benefits, and responsibilities.
	INJR inserts Type and Source Code (see Section 15.5, Exhibit 01) and OWCP Chargeback Code (see Section 15.05-12). COMP submits completed form to the individual's home unit compensation specialist within three days of receipt.
CA-16, Request for Examination and Treatment	Do not issue without OWCP authorization. COMP or incident agency may contact OWCP by telephone to explain the situation and request verbal authorization and instructions. If authorized and issued, COMP submits completed form to the individual's home unit compensation specialist within three days of receipt.
FS-6100-16, APMC Authorization and Medical Report	INJR issues one form for each visit to a medical provider. If verbal authorization is given, issue within 24 hours of treatment. Injured individual returns completed form to the INJR. COMP submits completed form to the individual's home unit compensation specialist within three days of receipt.

3. Fatality

<u>FORMS REQUIRED</u>	<u>ACTION TAKEN</u>
Follow Incident Agency Protocol	Incident Commander contacts incident agency. Prescribed agency procedures are followed.

See Section 15.5, Exhibits 02 and 03 for examples of completed CA-1 and CA-2 forms.

15.4-1 – Forms Distribution. Workers’ compensation programs require submission of documents within specified time frames. In order for home units to comply, the Compensation/Claims Unit Leader sends all original workers’ compensation and supporting documentation, including APMC treatment forms, to the individuals’ home unit compensation specialist.

The Compensation/Claims Unit Leader:

1. Uses the Incident Injury Case File Envelope to file injury forms and documentation by individual. (See Section 15.5, Exhibit 04). Do not file Patient Evaluation forms completed by incident or contract medical personnel in the Injury Case File Envelope. These are confidential documents retained by medical personnel.
2. Completes an Injury/Illness Log to document injuries/illnesses. (See Section 15.5, Exhibit 14)
3. Provides copies of all forms and documentation to the incident agency (Chapter 40, Section 45, Exhibit 03).

15.5 – State and Cooperators Workers’ Compensation. State employees and cooperators experiencing injury or illness on the incident should complete agency specific forms and notify home agency of potential workers’ compensation claims per agency requirements. If state and cooperator forms are not available, appropriate federal forms may be used for initial reporting purposes. Compensation/Claims Unit Leader submits completed forms to the individual’s home unit compensation specialist according to respective hiring agency policy.

15.6 – Exhibits.

15.6 – Exhibit 01

INJURY/ILLNESS TYPE AND SOURCE CODES

INJURY/ILLNESS TYPE CODES

100 STRUCK

- 110 Struck by
- 111 Struck by falling object
- 120 Struck against

200 FELL, SLIPPED, TRIPPED

- 210 Fell on same level
- 220 Fell on different level
- 230 Slipped, tripped (no fall)

300 CAUGHT

- 310 Caught on
- 320 Caught in
- 330 Caught between

400 PUNCTURED, LACERATED

- 410 Punctured by
- 420 Cut by
- 430 Stung by
- 430 Stung by
- 440 Bitten by

500 CONTACT

- 510 Contact with (motion of person)
- 511 Rubbed, abraded
- 520 Contact by (motion of object)

600 EXERTION

- 610 Lifted, strained by (single action)
- 620 Stressed by (repeated action)

700 EXPOSURE

- 710 Inhalation
- 720 Ingestion
- 730 Absorption

800 TRAVELING IN

**999 UNCLASSIFIED OR
INSUFFICIENT DATA**

INJURY/ILLNESS SOURCE CODES

0100 BUILDING OR WORKING AREA

- 0110 Walking/working surface
(floor, street, curbs, porches)
- 0120 Stairs, steps
- 0130 Ladder
- 0140 Furniture, furnishing,
office equipment
- 0150 Boiler pressure vessel
- 0160 Equipment layout (ergonomic)
- 0170 Windows, doors
- 0180 Electric, electricity

**0300 MACHINE OR
TOOL**

- 0310 Hand tool (powered: saw, grinder,
etc.)
- 0320 Hand tool (non-powered)
- 0330 Mechanical power transmission
apparatus
- 0340 Guard, shield (fixed, moveable
deadman)
- 0350 Video Display Terminal
- 0360 Pump, compressor, air pressure
tool
- 0370 Heating equipment
- 0380 Welding equipment

15.6 – Exhibit 01 – Continued

INJURY/ILLNESS SOURCE CODES – Continued

0200 ENVIRONMENTAL CONDITION

0210 Temperature extreme (indoor)
0220 Weather (ice, rain, heat, etc.)
0230 Fire, flame, smoke (not tobacco)
0240 Noise
0250 Radiation
0260 Light
0270 Ventilation
0271 Tobacco smoke
0280 Stress (emotional)
0290 Confined space

**0500 MATERIAL HANDLING
EQUIPMENT**

0510 Earthmover (tractor, backhoe, etc.)
0520 Conveyor (for material & equipment)
0530 Elevator, escalator, personnel hoist
0540 Hoist, sling chain, jack
(for material & equipment)
0550 Forklift, crane
0560 Handtruck

0600 DUST, MIST, VAPOR, ETC.

0610 Dust (silica, coal, grain, cotton)
0620 Fibers
0621 Asbestos
0630 Gases
0631 Carbon monoxide
0640 Mist, steam, vapor, fume
0650 Particles (unidentified)

0700 CHEMICAL, PLASTIC, ETC.

0710 Chemical dry
0711 Corrosive
0712 Toxic
0713 Explosive

0400 VEHICLE

0410 Privately-owned vehicle
(Includes rental)
0411 As driver
0412 As passenger
0420 Government-owned vehicle
0421 As driver
0422 As passenger
0430 Common carrier (airline, bus)
0440 Aircraft (not commercially
scheduled)
0450 Boat, ship, barge

0800 INANIMATE OBJECT

0810 Box, barrel, container, etc
0820 Paper
0830 Metal item, mineral
0831 Needle
0840 Glass
0850 Scrap, trash
0860 Wood
0870 Food
0880 Personal clothing, apparel, shoes
0890 Firearm

0900 ANIMATE OBJECT

0910 Animal
0911 Bite (dog)
0912 Bite (other)
0913 Disease
0920 Plant
0930 Insect
0940 Human (violence)
0950 Human (communicable disease)
0960 Bacteria, virus (not human
contact)

**1000 PERSONAL PROTECTIVE
EQUIPMENT**

1010 Protective clothing, shoes, glass/
goggles
1020 Respirator, mask

15.6 – Exhibit 01 – Continued

INJURY/ILLNESS SOURCE CODES – Continued

0714 Flammable

0720 Chemical liquid

0721 Corrosive

0722 Toxic

0723 Explosive

0724 Flammable

0730 Plastic

0740 Water

0750 Medicine

1021 Diving equipment

1030 Safety belt, harness

1040 Parachute

**9999 UNCLASSIFIED OR
INSUFFICIENT DATA**

Note: Select most specific type and source for event, which initiated injury or illness. Use heading as "other" for that category. Use TYPE as "verb" and SOURCE as "noun" to describe incident. Example: Employee slipped on ice, cut hand on rock. TYPE: 210 fell on same level, SOURCE: 0220 weather.

15.6 - Exhibit 02

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

Reportable Injury

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

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

Employee: Please complete all boxes 1 - 16 below. Do not complete shaded areas.
Witness: Complete bottom section 18.
Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

Employee Data			
1. Name of employee (Last, First, Middle) Miller, Amy K.		2. Social Security Number 123-45-6789	
3. Date of birth Mo. Day Yr. 04 25 66	4. Sex <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	5. Home telephone (208) 555-1234	6. Grade as of date of injury Level 7 - Step 2
7. Employee's home mailing address (include city, state, and ZIP code) 123 Alpine Road Burley, ID 88347			8. Dependents <input checked="" type="checkbox"/> Wife/Husband <input type="checkbox"/> Children under 18 years <input type="checkbox"/> Other
Description of Injury			
9. Place where injury occurred (e.g. 2nd floor, Main Post Office Bldg., 12th & Pine) Warm Lake Incident Base - Tool Sharpening Area			
10. Date injury occurred Mo. Day Yr. 07 12 XX	Time 10:15 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	11. Date of this notice Mo. Day Yr. 07 12 XX	12. Employee's job title 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 65-0462	b. Type code 420
		c. Source code 0320	
OWCP Use - NDI 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:			
<input checked="" type="checkbox"/> 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.			
<input type="checkbox"/> 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	
Amy K. Miller		7/12/XX	
Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both. Have your supervisor complete the receipt attached to this form and return it to you for your records.			
Witness Statement			
18. Statement of witness (Describe what you saw, heard, or know about this injury) I was working beside Amy Miller and I saw her cut her right thumb on a shovel edge.			
Name of witness	Signature of witness	Date signed	
Vinnie Mazzier	Vince Mazzier	7/12/XX	
Address	City	State	ZIP Code
P.O. Box 35005	Boise	ID	83704

Form CA-1
Rev. Apr. 1999

15.6 – Exhibit 02 - Continued

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

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

Supervisor's Report

17. Agency name and address of reporting office (include city, state, and ZIP code) OWCP Agency Code
 BLM - Boise District Office 7101

3924 Development Avenue Boise, ID 83705 OSHA Site Code

18. Employee's duty station (Street address and ZIP code) 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: 9:00 a.m. p.m. To: 6:00 a.m. p.m.

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

22. Date of injury Mo. Day Yr. 07 12 XX

23. Date notice received Mo. Day Yr. 07 12 XX

24. Date stopped work Mo. Day Yr. 07 12 XX Time: 0:15 a.m. p.m.

25. Date pay stopped N/A

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

27. Date returned to work Mo. Day Yr. 07 14 XX Time: 4:00 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 31.)

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

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

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

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 witness? 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
 \$ 14.37 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:

Terry Gill
 Name of supervisor (Type or print)
 Terry Gill
 Signature of supervisor
 Subunit Leader
 Supervisor's title
 Date 7/12/XX
 Office phone (208) 865

39. Filing instructions No lost time and no medical expense: Place this form into employee's medical folder (SF-88-D)
 No lost time, no medical expense incurred or expected: forward this form to OWCP
 Lost time covered by leave, LWOP, or COP: forward this form to OWCP
 First Aid injury

15.6 – Exhibit 02 – Continued

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

Instructions for Completing Form CA-1

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

Employee (Or person acting on the employees' behalf)

13) Cause of Injury

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

14) Nature of Injury

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

15) Election of COP/Leave

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

Supervisor

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

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

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

17) Agency name and address of reporting office

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

18) Duty station street address and zip code

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

19) Employers Retirement Coverage.

Indicate which retirement system the employee is covered under.

30) Was injury caused by third party?

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

32) Name and address of physician first providing medical care

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

33) First date medical care received

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

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

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

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

Employing Agency - Required Codes

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

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

OWCP Agency Code

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

15.6 – Exhibit 02 – Continued

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

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

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

- (1) Continuation of pay for disability resulting from traumatic, job-related injury, not to exceed 45 calendar days. (To be eligible for continuation of pay, the employee, or someone acting on his/her behalf, must file Form CA-1 within 30 days following the injury and provide medical evidence in support of disability within 10 days of submission of the CA-1. Where the employing agency continues the employee's pay, the pay must not be interrupted unless one of the provision's outlined in 20 CFR 10.222 apply.
- (2) Payment of compensation for wage loss after the expiration of COP, if disability extends beyond such point, or if COP is not payable. If disability continues after COP expires, Form CA-7, with supporting medical evidence, must be filed with OWCP. To avoid interruption of income, the form should be filed on the 40th day of the COP period.
- (3) Payment of compensation for permanent impairment of certain organs, members, or functions of the body (such as loss or loss of use of an arm or kidney, loss of vision, etc.), or for serious defringement of the head, face, or neck.
- (4) Vocational rehabilitation and related services where directed by OWCP.
- (5) All necessary medical care from qualified medical providers. The injured employee may choose the physician who provides initial medical care. Generally, 25 miles from the place of injury, place of employment, or employee's home is a reasonable distance to travel for medical care.

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

For additional information, review the regulations governing the administration of the FECA (Code of Federal Regulations, Chapter 20, Part 10) or pamphlet CA-810.

Privacy Act

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

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

Receipt of Notice of Injury

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

Amy K. Miller

Which occurred on (Mo., Day, Yr.)

7/12/XX

At (Location)

Warm Lake Incident Base

Signature of Official Superior

Jerry Gill

Title

Supply Unit Leader

Date (Mo., Day, Yr.)

7/12/XX

15.6 - Exhibit 03

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		M-2			
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. Paid by APMC							
Employee Data							
1. Name of employee (Last, First, Middle) Ruby, Tim S.				2. Social Security number 234-56-7891			
3. Date of birth 07-12-59		4. Sex M	5. Home telephone (208) 555-8181		6. Grade as of date of last exposure Level L6 Step 5		
7. Employee's home mailing address (include city, state, and ZIP code) 285 Smoke Street Boise, ID 87045						8. Dependents <input checked="" type="checkbox"/> Wife/Husband <input type="checkbox"/> Children under 18 years <input type="checkbox"/> Other	
Claim Information							
9. Employee's occupation Forestry Technician				a. Occupation code GS-0462			
10. Location (address) where you worked when disease or illness occurred (include city, state, and ZIP code) Boise National Forest - Paper Fire						11. Date you first became aware of disease or illness Mo. Day Yr. 08/22/XX	
12. Date you first realized the disease or illness was caused or aggravated by your employment Mo. Day Yr. 08/22/XX			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 stop-over in the area where I was working.				
14. Nature of disease or illness Smoke Inhalation -						OWCP Use - NO Code b. Type code 710 c. Source code 0230	
15. If this notice and claim was not filed with the employing agency within 30 days after date shown above in item #12, explain the reason for the delay. N/A							
16. If the statement requested in item 1 of the attached instructions is not submitted with this form, explain reason for delay. N/A							
17. If the medical reports requested in item 2 of attached instructions are not submitted with this form, explain reason for delay. N/A							
Employee Signature							
18. I certify, under penalty of law, that the disease or illness described above was the result of my employment with the United States Government, and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and other benefits provided by the Federal Employees' Compensation Act. I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.							
Signature of employee or person acting on his/her behalf Tim Ruby						Date 8/22/XX	
Have your supervisor complete the receipt attached to this form and return it to you for your records. Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative remedies as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.							
For sale by the Superintendent of Documents, U.S. Government Printing Office Washington, DC 20402						Form CA-2 Rev. Jan. 1997	

15.6 - Exhibit 03 - Continued

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

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

Supervisor's Report	
19. Agency name and address of reporting office (include city, state, and ZIP Code)	
USDA Forest Service, Boise National Forest	
1275 Oakwood Road	
Boise, ID	
ZIP Code 87045	
OSHA Site Code	
20. Employee's duty station (Street address and ZIP Code)	
National Interagency Fire Center 3833 Development Ave. Boise ID 83705	
21. Regular work hours From: 9:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m. To: 6:00 <input checked="" type="checkbox"/> p.m. <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
22. Regular work schedule <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. 08/22/XX	
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 Mo. Day Yr. 08/22/XX	
27. Date and hour employee stopped work Mo. Day Yr. 08/22/XX Time 2:00 <input checked="" type="checkbox"/> p.m. <input type="checkbox"/> a.m.	
28. Date and hour employee's pay stopped Mo. Day Yr. N/A Time <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
29. Date employee was last exposed to conditions alleged to have caused disease or illness Mo. Day Yr. 08/22/XX	
30. Date returned to work Mo. Day Yr. 08/23/XX Time 8:00 <input type="checkbox"/> p.m. <input checked="" type="checkbox"/> a.m. Light Duty	
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
34. Name and address of third party (include city, state, and ZIP code)	
N/A	
Signature of Supervisor	
35. A supervisor who knowingly certifies to any false statement, misrepresentation, concealment of fact, etc., in respect to this claim may also be subject to appropriate felony criminal prosecution.	
I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:	
Name of Supervisor (Type or print) Tammy Bull	
Signature of Supervisor Jammy Bull	
Supervisor's Title Strike Team Leader	
Date 08/22/XX	
Office phone (208) 555-1234	

15.6 – Exhibit 03 – Continued

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

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

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

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

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

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

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

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

Privacy Act

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

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

Receipt of Notice of Occupational Disease or Illness

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

Tim Ruby

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

At (Location)
Paper Fire - Boise National Forest

Signature of Official Superior

Title

Date (Mo., Day, Yr.)

Jammy Bull

Strike Team Leader

08/22/xx

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

15.6 – Exhibit 03 – Continued

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

INSTRUCTIONS FOR COMPLETING FORM CA-2

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

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

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

1) Employee's statement

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

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

2) Medical report

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

3) Wage loss

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

Supervisor (Or appropriate official in the employing agency)

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

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

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

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

14. Nature of the disease or illness

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

19. Agency name and address of reporting office

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

23. Name and address of physician first providing medical care

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

24. First date medical care received

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

32. Employee's Retirement Coverage

Indicate which retirement system the employee is covered under.

33. Was the injury caused by third party?

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

Employing Agency - Required Codes

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

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

OWCP Agency Code

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

15.6 – Exhibit 04

SAMPLE INCIDENT INJURY CASE FILE ENVELOPE, OF-313

NAME OF CLAIMANT <u>Miller, Amy</u>	DATE OF INJURY OR ILLNESS <u>07/12/xx</u>	APMC <input type="checkbox"/>	OWCP <input checked="" type="checkbox"/>	FIRST AID ONLY <input type="checkbox"/>
INCIDENT/COMPLEX NAME <u>Warm Lake</u>	INCIDENT NUMBER <u>1D-B0D-077</u>	UNIT LOG NUMBER <u>M-None</u>		

CHECK LIST FOR CASE FILES

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

*NOTE: ORIGINAL form must go to employee's home (or hiring) unit. Retain COPY in the Incident Finance file.

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

CLAIMANT ASSIGNED TO:
(Grew Name or OH Section)

CLAIMANT'S HOME UNIT:
(Agency)
BLM - Boise D.O.
(Address)
3924 Development Ave.

Boise, ID 83705
(City, State and Zip Code)

(208) 555-1212
(Telephone No. with Area Code)

SUPERVISOR ON INCIDENT: Terry Hill

SUPERVISOR'S HOME UNIT:
(Agency)
BLM - Boise D.O.
(Address)
3924 Development Ave.

Boise, ID 83705
(City, State and Zip Code)

(208) 555-1212
(Telephone No. with Area Code)

COMPENSATION FOR INJURY SPECIALIST/UNIT LEADER NAME <u>Terry Stewart</u>	HOME UNIT TELEPHONE NUMBER WITH AREA CODE <u>(303) 123-4567</u>	FINANCE/ADMINISTRATION SECTION CHIEF INITIALS <u>[Signature]</u>
---	--	---

15.6 – Exhibit 05

APMC AUTHORIZATION AND MEDICAL REPORT, FS-6100-16

USDA-Forest Service AGENCY PROVIDED MEDICAL CARE AUTHORIZATION AND MEDICAL REPORT (Physician or Medical Facility Form may be used for Medical Report) (Refer to FSH 5109.12)	
Part A Authorization	
1. Medical Resource Request "M Number" <u>M-2</u>	
2. Procurement Identification (BPA/Field PO No., etc)	
3. Responsible Payment Unit <u>Boise National Forest</u>	
4. Employee Name <u>Lynn Standley</u>	5. Social Security No. <u>234-56-7891</u>
6. Employing Agency <u>USDA-Forest Service, Boise National Forest</u>	8. Date of Injury <u>08/22/xx</u>
7. Home Unit and Address <u>Boise National Forest</u> <u>1275 Oakwood Road</u> <u>Boise, ID 87045</u>	
9. Physician/Medical Facility: <u>Cascade Medical Center</u> <u>4720 Deer Lane</u> <u>Cascade, ID 88603</u>	
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 <u>Margo Hornback Comp/Claims Unit Leader</u>	11. Date <u>08/22/xx</u>
Part B Attending Physician's Report	
1. Evaluation or Diagnosis: <u>Smoke inhalation resulting in a bronchial infection.</u>	
2. Description of Treatment <u>Bronchial therapy and medication</u>	
3. Medicine Prescribed and Potential Side Effects: <u>10 days antibiotics</u>	
4. Work Restrictions (if any) and length of restrictions. <u>Do not expose to smoke for 2 days - then can return to fireline duty. Can work in a non-smoky environment.</u>	
5. Physician's Signature <u>A. Worcester, M.D.</u>	6. Date <u>8/22/xx</u>

15.6 – Exhibit 05 – Continued

APMC AUTHORIZATION AND MEDICAL REPORT, FS-6100-16

Employing Office Instructions

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

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

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

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

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

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

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

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

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

Compensation Specialist Name Margo Hornback
Agency Unit Headquarters Boise National Forest
Phone Number 208-436-5678

15.6 – Exhibit 06

SAMPLE APMC TREATMENT LOG

AGENCY PROVIDED MEDICAL CARE (APMC) TREATMENT LOG

INCIDENT NAME	INCIDENT NO.	CONTRACT AGREEMENT NO.	COMPENSATION SPECIALIST	HOME UNIT ADDRESS/PHONE		
M # & DATE	NAME & SSN	HOME UNIT	NATURE OF INJURY/ILLNESS	TREATMENT	FORMS PREPARED	DISPOSITION AND DATE

USDA/USDI

NSN

15.6 - Exhibit 07

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

EMERGENCY FIREFIGHTER TIME REPORT												1. Identification Number F 3292395							
2. Social Security Number 123-45-6789			3. Initial Employment (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No			4. Type of Employment (X one) <input type="checkbox"/> Casual <input checked="" type="checkbox"/> Regular Gov't. Employee <input type="checkbox"/> Other			5. Transferred From			6. Hired At		7. Employee Has (X one) <input type="checkbox"/> Been Discharged <input type="checkbox"/> Out		8. Entitled To Return Travel Time (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No		9. Entitled to Return Transportation (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No	
ZIP CODE MUST BE ENTERED BELOW														IN CASE OF ACCIDENT NOTIFY					
10. Name (First, Middle, Last) Amy K. Miller							15. Name Sam Miller												
11. Street Address Boise D.O. 3924 Development Ave							16. Street Address 123 Alpine Road												
12. City Boise			13. State ID		14. Zip Code 83705		17. City Burley		18. State ID		19. Telephone No. (include Area Code) (208) 555-1234								
20. FIRE LOCATION IDENTIFICATION																			
Column A			Column B			Column C			Column D										
1. Fire Name Warm Lake			1. Fire Name Warm Lake			1. Fire Name Warm Lake			1. Fire Name										
2. Fire No. ID-800-077			2. Fire No. ID-800-077			2. Fire No. ID-800-077			2. Fire No.										
3. Unit Code			3. Unit Code			3. Unit Code			3. Unit Code										
4. Fire Location BOD ID			4. Fire Location BOD ID			4. Fire Location BOD ID			4. Fire Location										
5. State ID			5. State ID			5. State ID			5. State										
6. Firefighter Classification Firefighter			6. Firefighter Classification COP			6. Firefighter Classification Firefighter			6. Firefighter Classification										
7. Rate GS			7. Rate GS			7. Rate GS			7. Rate										
8. Date and Time a. Year XX			8. Date and Time a. Year XX			8. Date and Time a. Year XX			8. Date and Time a. Year										
Mo. b.	Day c.	Start d.	Stop e.	Hours f.	Mo. b.	Day c.	Start d.	Stop e.	Hours f.	Mo. b.	Day c.	Start d.	Stop e.	Hours f.					
07	10	1800	2200	4.00 ^T	07	13	COP	9.00		07	17	0700	1300	6.00					
07	11	0700	2100	14.00 ^H	07	14	0900	1300	4.00	07	17	1400	2000	6.00					
07	12	0700	1015	3.25	07	14	1400	1600	2.00	07	18	0900		T					
07	12	Guarantee		4.75	/			Carol Salo			/								
07	14	1600	1800	2.00															
07	15	0700	2100	14.00 ^H															
07	16	0600	2000	14.00 ^H															
9. Total Hours			9. Total Hours			9. Total Hours			9. Total Hours										
10. Gross Amount (item 7 x item 9)			10. Gross Amount (item 7 x item 9)			10. Gross Amount (item 7 x item 9)			10. Gross Amount (item 7 x item 9)										
11. Inclusive Dates			11. Inclusive Dates			11. Inclusive Dates			11. Inclusive Dates										
07/10-16			07/13-14			07/17-													
12. Time Officer's Signature Carol Salo			12. Time Officer's Signature Carol Salo			12. Time Officer's Signature			12. Time Officer's Signature										
13. Date Signed 07/16/XX			13. Date Signed 07/16/XX			13. Date Signed			13. Date Signed										
21. SHOW "H" FOR HAZARD PAY AND "E" PLUS % FOR ENVIRONMENTAL DIFFERENTIAL IN THE "HOURS" COLUMN FOR REGULAR EMPLOYEES.										22. Commessary Record									
A. Comm. 80 2800		B. Rate		C. Miles / Hours		D. Accounting Classification (a) (b) (c)		E. Object Class (a) (b) (c)		F. Amount		a. Date	b. Item	c. Amount					
												7/16	toilettes	11.00					
												/							
														Total	11.00				
23. Remarks 7/12 injured at 1015 7/14 1600 Returned to duty at incident										24. ADO Check Number and Stamp									
NOTE: The above items are correct and proper for payment from available appropriations.										Gross Earning									
										Comm. Deduct.									
										Net Earning									
25. Employee (Signature) Amy K. Miller					26. Time Officer (Signature) Carol Salo														

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

15.6 – Exhibit 08

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

EMERGENCY FIREFIGHTER TIME REPORT												1. Identification Number				
2. Social Security Number 012-47-0001												F 7114481				
3. Initial Employment (X one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			4. Type of Employment (X one) <input checked="" type="checkbox"/> Casual <input type="checkbox"/> Regular Gov't Employee <input type="checkbox"/> Other			5. Transferred From N/A			6. Hired At ID: B00		7. Employee Has (X one) <input type="checkbox"/> Been Discharged <input type="checkbox"/> Out		8. Entitled To Return Traveled Times (X one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9. Entitled To Return Transportation (X one) <input type="checkbox"/> Yes <input type="checkbox"/> No	
ZIP CODE MUST BE ENTERED BELOW																
10. Name (First, Middle, Last) Jose Valdez							15. Name Mania Valdez									
11. Street Address B42 West End							16. Street Address (same)									
12. City Nampa			13. State ID		14. Zip Code 83651		17. City (same)			18. State		19. Telephone No. (Include Area Code) 208-555-3001				
20. FIRE LOCATION IDENTIFICATION																
Column A			Column B			Column C			Column D							
1. Fire Name RIVER ROAD			1. Fire Name RIVER ROAD			1. Fire Name RIVER ROAD			1. Fire Name RIVER ROAD							
2. Fire No. ID-PNF-0301			2. Fire No. ID-PNF-0301			2. Fire No. ID-PNF-0301			2. Fire No. ID-PNF-0301							
3. Fire Location PNF			3. Fire Location PNF			3. Fire Location PNF			3. Fire Location PNF							
4. Fire Classification FPTZ			4. Fire Classification FPTZ			4. Fire Classification COP			4. Fire Classification FPTZ							
5. Date and Time Year XXXX			5. Date and Time Year XXXX			5. Date and Time Year XXXX			5. Date and Time Year XXXX							
Mo	Da	Yr	Mo	Da	Yr	Mo	Da	Yr	Mo	Da	Yr	Mo	Da	Yr		
08	01	2000	08	04	2000	08	06	2000	08	08	2000	08	08	2000		
01		2400	04		0630	06		0800	08		1000					
02		0001			0130											
02		1800			2400											
02		0600			0900											
03		0000			0800											
03		2000			2400											
04		0001			0330											
a. Total Hours → 25.50			a. Total Hours → 6.50			a. Total Hours → 24.00			a. Total Hours →							
10. Gross Amount (Part 7 + Item 9)			10. Gross Amount (Part 7 + Item 9)			10. Gross Amount (Part 7 + Item 9)			10. Gross Amount (Part 7 + Item 9)							
11. Inclusive Dates → 08/01 - 08/04			11. Inclusive Dates → 08/04			11. Inclusive Dates → 08/06 - 08/07			11. Inclusive Dates →							
12. Time Officer's Signature A. Smith			12. Time Officer's Signature A. Smith			12. Time Officer's Signature A. Smith			12. Time Officer's Signature							
13. Date Signed 08/04/xx			13. Date Signed 08/04/xx			13. Date Signed 08/07/xx			13. Date Signed							
21. SHOW "H" FOR HAZARD PAY AND "E" PLUS % FOR ENVIRONMENTAL DIFFERENTIAL IN THE "HOURS" COLUMN FOR REGULAR EMPLOYEES.																
A	B	C	D				E				F					
Comp	Rate	Miles / Hour	36	38	40	42	44	46	48	50	52	54	56	58	60	
22. Remarks 08/04 injured at 0130 08/08 released from hospital, transported home.																
NOTE: The above items are correct and proper for payment from available appropriations.																
23. Employee Signature Jose Valdez												24. Time Officer Signature A. Smith				
25. ADD Check Number and Stamp																



15.6 – Exhibit 09

REQUEST FOR EXAMINATION AND TREATMENT, CA-16

Authorization for Examination
And/Or Treatment

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



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

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

PART A - AUTHORIZATION

1. Name and Address of the Medical Facility or Physician Authorized to Provide the Medical Service: <i>Dr. Converse</i> <i>1313 Water Street Boise ID 83705</i>			
2. Employee's Name (last, first, middle) <i>Miller, Amy K.</i>	3. Date of Injury (mo. day, yr.) <i>07-12-XX</i>	4. Occupation <i>Forestry Technician</i>	
5. Description of Injury or Disease: <i>Right thumb laceration</i>			
6. You are authorized to provide medical care for the employee for a period of up to sixty days from the date shown in item 11, subject to the condition stated in item A, and to the condition indicated either 1 or 2, in item B.			
A. Your signature in item 35 of Part B certifies your agreement that all fees for services shall not exceed the maximum allowable fee established by OWCP and that payment by OWCP will be accepted as payment in full for said services.			
B. <input checked="" type="checkbox"/> 1. Furnish office and/or hospital treatment as medically necessary for the effects of this injury. Any surgery other than emergency must have prior OWCP approval.			
<input type="checkbox"/> 2. There is doubt whether the employee's condition is caused by an injury sustained in the performance of duty, or is otherwise related to the employment. You are authorized to examine the employee using indicated non-surgical diagnostic studies, and promptly advise the undersigned whether you believe the condition is due to the alleged injury or to any circumstances of the employment. Pending further advice you may provide necessary conservative treatment if you believe the condition may be to the injury or to the employment.			
7. If a Disease or Illness is Involved, OWCP Approval for Issuing Authorization was Obtained from: (Type Name and Title of OWCP Official)		8. Signature of Authorizing Official: <i>Gerry Stewart</i>	
		9. Name and Title of Authorizing Official: (Type or print clearly) <i>Gerry Stewart</i> <i>Comp/Claims Unit Leader</i>	
10. Local Employing Agency Telephone Number: <i>209-555-0123</i>		11. Date (mo., day, year) <i>07-12-XX</i>	
12. Send one copy of your report: (Fill in remainder of address)		13. Name and Address of Employee's Place of Employment:	
<p>U.S. DEPARTMENT OF LABOR Employment Standards Administration Office of Workers' Compensation Programs</p> <p><i>1111 Third Avenue, Suite 615</i> <i>Seattle, WA 98101</i></p>		<p>Department of Agency <i>USDI</i></p> <p>Bureau or Office <i>BLM</i></p> <p>Local Address (including ZIP Code) <i>3924 Development Avenue</i> <i>Boise, ID 83705</i></p>	

Public Burden Statement

We estimate that it will take an average of 30 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Office of Information Management, U.S. Department of Labor, Room N1301, 200 Constitution Avenue, N.W., Washington, D.C. 20210; and to the Office of Management and Budget, Paperwork Reduction Project (1215-0103), Washington, D.C. 20503.

15.6 – Exhibit 09 – Continued

REQUEST FOR EXAMINATION AND TREATMENT, CA-16

PART B – ATTENDING PHYSICIAN'S REPORT

14. Employee's Name (last, first, middle) Miller, Amy K.		
15. What History of Injury or Disease Did Employee Give You? Lacerated right thumb while sharpening a shovel.		
16. Is there any History or Evidence of Concurrent or Pre-existing Injury, Disease, or Physical Impairment? (If yes, please describe) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		16a. IDC-9 Code _____
17. What are Your Findings? (Include results of X-rays, laboratory tests, etc.) laceration @ thumb	18. What is Your Diagnosis? laceration @ thumb	18a. IDC-9 Code _____
19. Do You Believe the Condition Found was Caused or Aggravated by the Employment Activity Described? (Please explain your answer if there is doubt) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
20. Did Injury Require Hospitalization? If yes, date of admission (mo., day, year) Date of discharge (mo., day, year)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	21. Is Additional Hospitalization Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
22. Surgery (if any, describe type) N/A	23. Date Surgery Performed (mo., day, year) N/A	
24. What (Other) Type of Treatment Did You Provide? 3 stitches	25. What Permanent Effects, If Any, Do You Anticipate? None	
26. Date of First Examination (mo., day, year) 07-12-XX	27. Date(s) of Treatment (mo., day, year) 07-12-XX	28. Date of Discharge from Treatment (mo., day, year) 07-12-XX
29. Period of Disability (mo., day, year) (If termination date unknown, so indicate) Total Disability: From 7-12-XX To 7-14-XX Partial Disability: From _____ To _____	30. Is Employee Able to Resume <input type="checkbox"/> Light Work Date: _____ <input checked="" type="checkbox"/> Regular Work Date: 07-14-XX After follow-up Appointment 7/14	
31. If Employee is Able to Resume Work, Has He/She been Advised? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Furnish Date Advised Must wear gloves while working.		
32. If Employee is Able to Resume Only Light Work, Indicate the Extent of Physical Limitations and the Type of Work that Could Reasonably be Performed with these Limitations. N/A		
33. General Remarks and Recommendations for Future Care, if Indicated. If you have made a Referral to Another Physician or to a Medical Facility, Provide Name and Address. Follow-up appointment in two days, then, Return in 10 days to have stitches removed. May see doctor at home for this follow-up.		
34. Do You Specialize? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, state specialty)		
35. SIGNATURE OF PHYSICIAN. I certify that all the statements in response to the questions asked in Part B of this form are true, complete and correct to the best of my knowledge. Further, I understand that any false or misleading statement or any misrepresentation or concealment of material fact which is knowingly made may subject me to felony criminal prosecution. Louis Converse		36. Address (No., Street, City, State, Zip Code) 1313 Water Street Boise, ID 83705
37. Tax Identification Number 92-13798		38. Date of Report 07-12-XX

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

15.6 – Exhibit 10

ATTENDING PHYSICIAN'S REPORT, CA-20

Attending Physician's Report

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



Record of Examination			
1. Patient's name Last Miller		First Amy	Middle K
2. Date of injury mo. day yr. 07, 12, XY		3. OWCP File Number new claim	
4. What history of injury (including disease) Did patient give you? Lacerated (R) thumb while sharpening a shovel.			
5. Is there any history or evidence of concurrent or pre-existing injury or disease or physical impairment? (If yes, please describe) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			ICD-9 Code _____
6. What are your findings? (Include results of X-Rays, laboratory reports, etc.) lacerated (R) thumb			
7. What is your diagnosis? lacerated (R) thumb			ICD-9 Code _____
8. Do you believe the condition found was caused or aggravated by an employment activity? (Please explain answer) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
9. Did injury require hospitalization? If no, go to item #12 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		10. Date of admission mo. day yr. _____	11. Date of discharge mo. day yr. _____
12. Additional Hospitalization required If Yes, describe in "Remarks" (Item 25) <input type="checkbox"/> Yes <input type="checkbox"/> No			
13. What treatment did you provide? Removed stitches from (R) thumb			
14. Date of first examination mo. day yr. 07, 22, XY		15. Date(s) of treatment mo. day yr. mo. day yr. 07, 22, XY	
16. Date of discharge from treatment mo. day yr. 07, 22, XY			
17. Period of total disability From mo. day yr. Thru mo. day yr. N/A		18. Period of Partial Disability From mo. day yr. Thru mo. day yr. N/A	
19. Date employee able to resume light work mo. day yr. N/A			
20. Date employee is able to resume regular work mo. day yr. 07, 22, XY		21. Has employee been advised that he/she can return to work? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
22. If yes, on what date was he/she advised? mo. day yr. 07, 22, XY		23. If employee is able to resume only light work, indicate the extent of physical limitations and the type of work that could reasonably be performed with these limitations. (Continue in item #24 if necessary.) N/A	
24. Are any permanent effects expected as a result of this injury? If yes, describe in item #24. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
25. Remarks Patient complains of stiffness in thumb joint. Prescribed strengthening exercises. Advised to return as needed for follow-up.			
26. If you have referred the employee to another physician provide the following: Name Address City State Zip			Specialty 27. What was the reason for this referral? <input type="checkbox"/> Consultation <input type="checkbox"/> Treatment
Signature			
28. I certify that the statements in response to the questions asked above are true, complete and correct to the best of my knowledge. Further, I understand that any false or misleading statement or any misrepresentation or concealment of material fact which is knowingly made may subject me to felony criminal prosecution.			
Signature of Physician Dr. Lynn Harvey		Date 7-22-XY	
29. Name of Physician Dr. Harvey		30. Tax ID Number 92-00032	
Address Suite 100 Medical Building		31. Do you specialize? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
City Burley		State ID	
Zip 88347		32. If yes, indicate specialty	

15.6 – Exhibit 10 – Continued

ATTENDING PHYSICIAN'S REPORT, CA-20

IMPORTANT: A MEDICAL REPORT IS REQUIRED BY THE OFFICE OF WORKERS' COMPENSATION PROGRAMS BEFORE PAYMENT OF COMPENSATION FOR LOSS OF WAGES OR PERMANENT DISABILITY CAN BE MADE TO THE EMPLOYEE.

IF YOU HAVE SUBMITTED A NARRATIVE MEDICAL REPORT OR A FORM CA-16 TO OWCP WITHIN THE PAST 10 DAYS, YOU NEED NOT SUBMIT THIS FORM CA-20.

OWCP REQUIRES THAT MEDICAL BILLS, OTHER THAN HOSPITAL BILLS, BE SUBMITTED ON THE AMERICAN MEDICAL ASSOCIATION HEALTH INSURANCE CLAIM FORM, HCFA 1500/OWCP-1500a.

INSTRUCTIONS TO PHYSICIAN FOR COMPLETING ATTENDING PHYSICIAN'S REPORT

1. COMPLETE THE ENTRIES 1-31 ON THE FORM; AND
2. IF DISABILITY HAS NOT TERMINATED, INDICATE IN ITEM 16; AND
3. SEND THE FORM AND YOUR BILL TO:

OFFICE OF WORKERS' COMPENSATION PROGRAMS
US Department of Labor
1111 Third Avenue, Suite 615
Seattle, WA 98101

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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Information Management, U.S. Department of Labor, Room N1301, 200 Constitution Avenue, N.W., Washington, D.C. 20210; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

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

☆ U.S. GPO:1994-573-004/81088

15.6 – Exhibit 11

DUTY STATUS REPORT, CA-17

Duty Status Report

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



This form is provided for the purpose of obtaining a duty status report for the employee named below. This request does not constitute authorization for payment of medical expense by the Department of Labor, nor does it invalidate any previous authorization issued in this case. This request for information is authorized by law (5 USC 8101 et seq.). Information collected will be handled and stored in compliance with the Freedom of Information Act, the Privacy Act of 1974 and the OMB Cir. A-108.

OMB No. 1215-0103
Expires: 10-31-94
OWCP File Number
(If known)

SIDE A - Supervisor: Complete this side and refer to physician				SIDE B - Physician: Complete this side			
1. Employee's Name (Last, first, middle) Miller Amy K.				8. Does the History of Injury Given to You by the Employee Correspond to that Shown in Item 5? <input type="checkbox"/> Yes <input type="checkbox"/> No (If not, describe)			
2. Date of Injury (Month, day, yr.) 07-12-XX		3. Social Security No. 123-45-6789					
4. Occupation Forestry Technician				9. Description of Clinical Findings			
5. Describe How the Injury Occurred and State Parts of the Body Affected Lacerated @ thumb while sharpening tools				10. Diagnosis Due to Injury			
6. The Employee Works 8 Hours Per Day 5 Days Per Week				11. Other Disabling Conditions			
7. Specify the Usual Work Requirements of the Employee. Check Whether Employee Performs These Tasks or is Exposed Continuously or Intermittently, and Give Number of Hours.				12. Employee Advised to Resume Work? <input type="checkbox"/> Yes, Date Advised _____ <input type="checkbox"/> No			
				13. Employee Able to Perform Regular Work Described on Side A? <input type="checkbox"/> Yes, If so <input type="checkbox"/> Full-Time or <input type="checkbox"/> Part-Time _____ Hrs Per Day <input type="checkbox"/> No, If not, complete below:			
Activity	Continuous #lbs.	Intermittent #lbs.	Hrs Per Day	Continuous #lbs.	Intermittent #lbs.	Hrs Per Day	
a. Lifting/Carrying: State Max Wt.		55	2				
b. Sitting		X	1				
c. Standing		X	2				
d. Walking		X	1				
e. Climbing		X					
f. Kneeling		X					
g. Bending/Stooping		X	1				
h. Twisting		X					
i. Pulling/Pushing		X	2				
j. Simple Grasping		X	8				
k. Fine Manipulation (includes keyboarding)							
l. Reaching above Shoulder							
m. Driving a Vehicle (Specify)		X					
n. Operating Machinery (Specify)							
o. Temp. Extremes		X	30-100				
p. High Humidity							
q. Chemicals, Solvents, etc. (Identify)	fuel	X					
r. Fumes/Dust (Identify)	SMOKE	X					
s. Noise (Give dBA)	chainsaw	X					
t. Other (Describe) While on incident assignment, may work extended shifts in rough terrain as a firefighter.				14. Are Interpersonal Relations Affected Because of a Neuropsychiatric Condition? (e.g. Ability to Give or Take Supervision, Meet Deadlines, etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No (Describe)			
				15. Date of Examination		16. Date of Next Appointment	
				17. Specialty		18. Tax Identification Number	
				19. Physician's Signature		20. Date	

Doctor Completes This side.

15.6 – Exhibit 11 – Continued

DUTY STATUS REPORT, CA-17

INSTRUCTIONS FOR COMPLETING DUTY STATUS REPORT

SUPERVISOR: Complete Side A and refer the form to the physician to complete Side B. Fill in the address of the Employing Agency and the appropriate OWCP District Office in the spaces below. Enter the OWCP file number in the top right corner.

PHYSICIAN: Complete Side B, sign and return to the employing agency within 2 days to prevent interruption of the employee's income. Fill in your name and address.

Medical Facility Name and Address

Send Original Report to:

Employing Agency Address

USD1 - BLM
3924 Development Ave
Boise, ID 83705

Send a Copy of This Report to:

OFFICE OF WORKERS' COMPENSATION PROGRAMS

1111 Third Avenue, Suite 615
Seattle, WA 98101

CERTIFICATION: BY SIGNING BLOCK 19 ON THE FRONT OF THIS FORM, THE PHYSICIAN CERTIFIES AS FOLLOWS:

I CERTIFY THAT ALL THE STATEMENTS IN RESPONSE TO THE QUESTIONS ASKED ON THIS FORM CA-17 ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. FURTHER, I UNDERSTAND THAT ANY KNOWINGLY FALSE OR MISLEADING STATEMENT, OR MISREPRESENTATION OR CONCEALMENT OF MATERIAL FACT, MAY SUBJECT ME TO FELONY CRIMINAL PROSECUTION.

I FURTHER UNDERSTAND THAT THIS REQUEST DOES NOT CONSTITUTE AUTHORIZATION FOR PAYMENT OF MEDICAL EXPENSES BY THE DEPARTMENT OF LABOR, NOR DOES IT INVALIDATE ANY PREVIOUS AUTHORIZATION ISSUED IN THIS CASE.

Public Burden Statement

We estimate that it will take an average of 5 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Office of IRM Policy, U.S. Department of Labor, Room N1301, 200 Constitution Avenue, N.W., Washington, D.C. 20210; and to the Office of Management and Budget, Paperwork Reduction Project (1215-0103), Washington, D.C. 20503.

DO NOT SEND THE COMPLETED FORM TO EITHER OF THESE OFFICES

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

Form CA-17
Rev. July 1991

15.6 – Exhibit 12

EVIDENCE REQUIRED IN SUPPORT OF A CLAIM FOR OCCUPATIONAL
DISEASE, CA-35

Evidence Required In Support of a Claim
for Occupational Disease

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



All of the following information should be submitted with Form CA-2. Please return the checklist with your statements attached. Check off each item as it is completed or let us know when we can expect the information. All material submitted should be legible and specific.

FROM EMPLOYEE		FROM EMPLOYING AGENCY	
1. Give a detailed description of factors of employment believed responsible for condition. Be specific as to the duration and nature of the factors: for instance weights carried, distances walked, chemicals used, or other relevant job factors.	✓	5. Review and comment on employee's statement provided in response to Item no. 1.	
2. Give the history of the condition from first awareness of the problem. Include description of all home treatment and professional care as well as symptoms.		6. If employee's job differs from official description, describe exactly his/her duties.	
3. Describe any prior similar problem, with dates of onset, history, medical care received, and copies of the medical records of your treatment.		7. Give a day-by-day listing of leave and leave without pay used due to this condition.	
4. Attach or forward a medical report from your physician to include the following items: a. Dates of examination and treatment. b. History given by you. c. Detailed description of findings. d. Results of all diagnostic tests. e. Diagnosis. f. The clinical course of treatment followed. g. Doctor's opinion, with reasons for such opinion, as to the relationship between any condition you may now have and the factors of employment identified in Item no. 1 above.		8. Attach copies of the employee's: a. SF-171, Application for Employment. b. Position description with physical requirements. c. Pertinent dispensary records. d. Most recent SF-50, Notification of Personnel Action.	

CHAPTER 10 - PERSONNEL

Section 16 – TRAINING AND PERFORMANCE EVALUATIONS

Contents

16	TRAINING AND PERFORMANCE EVALUATIONS
16.1	Position Task Books
16.2	Performance Evaluations
16.3	Position Qualifications

16 - TRAINING AND PERFORMANCE EVALUATIONS.

16.1 - Position Task Books. Position task books list the performance requirements (tasks) for a specific position in a format that allows a trainee to be evaluated against written guidelines. Successful performance of all tasks, as observed and recorded by an evaluator, will result in a recommendation to the agency that the trainee be certified in that position. The incident training specialist, section chief, or unit leader identifies incident training opportunities for trainees and assigns an evaluator to document the training assignment in the position task book.

16.2 - Performance Evaluations. Unit leaders establish job performance requirements and provide these elements to subordinates upon incident assignment. Performance elements must be measurable and directly related to the assigned tasks. Incident supervisors evaluate performance throughout the incident. Incident supervisors ensure that performance ratings are completed as required by the incident or agency policy.

A checklist of job duties, by Section and position is contained in the Fireline Handbook, PMS 410-1.

16.3 – Position Qualifications.

The National Interagency Incident Management System (NIIMS) Wildland and Prescribed Fire Qualification System Guide (NFES 1414, PMS 310-1) contains the minimum qualifications and skills for some of the Incident Command System (ICS) positions. The National Interagency Mobilization Guide (NFES 2092), Chapter 60, contains other positions not listed in PMS 310-1 that are agency certified. In addition, agencies may supplement the qualifications and skills found in PMS 310-1 with agency specific requirements.

CHAPTER 10 – PERSONNEL

Section 17 – TRAVEL

Contents

17	TRAVEL
17.03	Policy
17.04	Responsibility
17.1	Incident/Incident Agency Requirements
17.2	Foreign Travel

Section 17 – TRAVEL

17 – TRAVEL

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

17.04 – Responsibilities.

1. Home Unit is responsible for providing authorization to travel in accordance with agency regulations and policy.
2. Regular Government Employees and Casuals are responsible for:
 - A. Obtaining information regarding home unit travel policies, procedures and requirements before commencing travel.
 - B. Following established incident agency procedures.
3. Incident Agency is responsible for providing agency requirements and guidelines regarding subsistence, lodging and transportation policies to the Incident Management Team and incident support units/personnel, e.g., Buying Team, Expanded Dispatch, Payment Team.

17.1 – Incident/Incident Agency Requirements.

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

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

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

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

If the incident agency provides meals and lodging to incident resources, they may establish rates that differ from standard federal or state rates. For federal employees, if the cost of federal-government paid lodging exceeds the maximum rate, the meals and miscellaneous expenses (M&IE) claimed will be reduced to the maximum amount allowed for lodging, unless previously approved per agency policy.

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

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

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

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

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

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

Individuals authorized to rent a car outside of incident agency procurement methods should use government-contracted rental car agencies. Additional insurance coverage is not necessary and is not a reimbursable expense. (See Section 17.2 for foreign travel requirements.)

The U.S. Government Car Rental Agreement provides for damage and liability coverage when the terms and conditions of the agreement are followed, (i.e. operating the vehicle on paved, graded, state or professionally maintained roads.) If the incident assignment requires operation of the vehicle outside these parameters, the rental vehicle should be obtained through other procurement methods (ref. Chapter 20, Section 24.3-3.)

5. Privately-Owned Vehicle (POV). Individuals may be requested to use their privately-owned vehicle (POV) for official business when such use is advantageous

to the government. The individual is reimbursed for use through a mileage rate. The mileage rate reimburses the individual for fuel, wear and tear, and insurance costs. Damage to a POV is not covered under the Military and Civilian Employees Claims Act. Individuals claim damage through their private insurer. Prior approval must be in writing for a federal government employee or federal casual to seek reimbursement for the use of a POV.

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

7. Transportation Arrangements. Individuals assigned to emergency incidents will follow sending agency dispatch procedures for travel to the incident. Incident agency dispatch procedures will be followed for return travel from the incident. Dispatch offices will make travel arrangements and provide airline tickets or travel information to individuals. Commercial and/or contract transportation methods may be used.

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

Individuals who wish to deviate from the established travel route (including layovers and deviations from estimated return travel time) must coordinate and obtain authorization from the incident agency and home unit prior to commencing travel. Dispatch offices will provide transportation arrangements to the original departure points. Individuals are responsible for changing arrangements and paying any cost differences. If the method for transportation is a government charter or other non-commercial transportation and the individual wishes to deviate, the government will not pay for commercial transportation. See Section 12.3 for administratively controllable return travel procedures.

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

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

9. Travel Vouchers. Emergency incident resources in travel status follow home unit travel regulations to claim reimbursement of travel expenses.

Reimbursement of travel expenses to casuals is made in accordance with the Pay Plan for Emergency Workers, Section 13.6 Exhibit 1.

17.2 – Foreign Travel

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

1. Travel Authorization. Contact the agency travel coordinator to ensure the proper travel authorization and other required paperwork is established. Obtain foreign travel per diem rates, insurance information, and other pertinent agency policies and guidelines.
2. Valid Passport. This should be an official government passport and not a personal one. Federal agencies may implement stricter requirements for all foreign travel regardless of foreign country regulations.
3. VISA. Obtain a VISA if required, for entry into the foreign country.
4. Immunization Record. Additional immunizations may be required.
5. Government Travel Charge Card. Ensure monthly limits are adequate. Contact your unit's agency program coordinator prior to start of travel.
6. Cash or Traveler's Checks. Estimate needed amount based on projected length of assignment.
7. Country-Specific Entrance Laws/Regulations. Canada considers certain violations as felonies and may require an individual to pay a fine in order to enter the country, (e.g., Arrested for Driving Under the Influence). The individual should notify the immediate supervisor and dispatch of potential problems. (Tickets or being arrested for any violation should be reviewed with a Canadian Representative if necessary.) Individuals are personally responsible for any fines; no reimbursement is authorized.
8. Country-Specific Information. Obtain information concerning the countries vegetation, insects, climate, and housing/diet. This information can be provided by

the requesting agency. Dispatch can provide a name, telephone number, website address, or other information. Obtaining this information prior to leaving will better prepare an individual for a foreign assignment.

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

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

11. Car Rental Insurance. Individuals traveling outside the United States will be reimbursed for the cost of rental car insurance. Such insurance is necessary because of the rental and leasing agency requirements mandated by foreign statutes and/or because legal procedures could cause legal difficulty for an individual involved in an accident.

12. Personal Traveler's Insurance. Personal traveler's insurance is not reimbursable.

All employees engaged in work in a foreign country need to consult with their agency personnel specialist for Fair Labor Standards Act (FLSA) exemption criteria. FLSA does not apply to positions, permanent or temporary (including details), outside of the United States. Title 5 Code of Federal Regulations 551.209(b) discusses the foreign exemption criteria.

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

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Exhibit 11	Emergency Equipment Use Invoice, OF-286. Sample form when vehicle is rented without operator.
Exhibit 12	Emergency Equipment Fuel and Oil Issue Instructions
Exhibit 13	Emergency Equipment Fuel and Oil Issue, OF-304
Exhibit 14	Emergency Equipment Rental-Use Envelope, OF-305.

CHAPTER 20 – ACQUISITION

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

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

20.01-1 – Delegations of Procurement Authority. Delegations of procurement authority for an incident shall be made in accordance with agency policy. Delegations of authority issued by federal agencies may be honored as authority to procure in interagency incident situations. It is incumbent on ordering officials to request and permit only those with the properly delegated procurement authority to be assigned as Procurement Officers. Procurement Officers shall provide a copy of their warrant and delegated procurement authority to the incident agency and must adhere to their own agency regulations.

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

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

Federal Acquisition Regulation (FAR) Part 3.6 prohibits contracts with Government employees. 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. (See FAR 3.602) Written determination and findings of the exception must be documented.

20.04 – Responsibilities.

1. Incident Agency is responsible for:
 - A. Establishing and annually updating a Service and Supply Plan.
 - B. Providing incident agency specific acquisition guidelines to the incident management team (IMT) and incident support units.

- C. Determining need for additional acquisition personnel with applicable procurement authority (e.g., Buying Team, Contracting Officer, Purchasing Agent).
2. Procurement Unit Leader is responsible for:
- A. Administering all financial matters pertaining to vendor contracts.
 - B. Implementing incident agency policy and ensuring compliance with policy and procedures found in this handbook.
 - C. Supervising the equipment time recorders and other procurement unit staff.
 - D. Coordinating with the incident support units to assure that the needs of the incident agency and IMT are met.
3. Buying Team responsible for:
- A. Supporting incident procurement through coordination with the incident agency administrative staff. (See Chapter 40, Section 43 on Buying Team Coordination.)
 - B. Coordinating with dispatch to establish a procurement process for filling and documenting resource orders for services, supplies, and equipment from the open market and established sources.
 - C. Providing the incident agency with acquisition documentation established during the incident assignment.
 - D. Coordinating with the incident agency and IMT to ensure incident agency procurement regulations and property accountability requirements are met.

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

1. Contracting Officer’s Technical Representative (COTR). 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 must be agency certified.
2. Incident Contracting Officer (ICO). The Bureau of Land Management has delegated limited procurement authority to persons meeting ICO requirements. ICOs may establish Emergency Equipment Rental Agreement (EERA) using an established Geographic Area Supplement for equipment rates. ICOs may not settle contract claims.

3. Daily Rate. Applies to a calendar day (0001-2400).
4. Single Shift. Equipment is staffed with one operator or crew. A normal shift is 12-16 hours long.
5. Double Shift. Equipment is staffed with two operators or crews (one per shift). A normal shift is 12-16 hours long.
6. Work Rate. Hourly or per mile rate of pay.

21 – REQUISITIONING PROCEDURE.

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

21.2 – Incident Requisitioning Procedures. Incident personnel requisition supplies, equipment, and services on a Resource Order form, NFES 2208 (Section 28, Exhibit 01). The Resource Order form is used in lieu of agency requisition forms.

22 – INCIDENT AGENCY SERVICE AND SUPPLY PLAN. Incident Agencies shall maintain a Service and Supply Plan that identifies local resources. These plans should be established pre-season. Incident agencies provide this plan to incident management teams and incident support units, e.g. Buying Team, Administrative Payment Team and Expanded Dispatch.

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

1. Emergency Equipment Rental Agreements, OF-294, including Service Contract Act wage rates for the area.
2. Land Use and Facility Rental Agreements.
3. Blanket Purchase Agreements.
4. Other agency contracts.
5. Available local open-market sources. List sources for heavy-demand items, such as clothing, food items and food service (including menus), hand tools, fuel, and vehicle and equipment rentals and repairs.
6. Local interagency agreements and annual operating plans.
7. Geographic area supplement for standard emergency equipment rental rates covering different types of equipment and vehicles.

8. Geographic area supplemental food policy, which may restrict the national policy.
9. Geographic area AD-5 rates if not already established in the Pay Plan for Emergency Workers (casuals).

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

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

23.2 – General Services Administration (GSA). GSA publishes a Wildland Fire Suppression catalog geared to the needs of agencies involved in fire suppression. Where required delivery can be met, GSA is the mandatory source of supply for federal agencies. Local procurements of items stocked by GSA may be made only to satisfy immediate incident needs.

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

23.3 – National Interagency Fire Center (NIFC) Contracts. NIFC establishes the following contracts for national interagency use. These sources are mandatory for federal wildland firefighting agencies and are available for use by states and other federal agencies. See the National Interagency Mobilization Guide (NFES 2092) for ordering procedures. Contracts are available electronically at www.nifc.gov/contracting.

1. Airtanker services.
2. Type I and Type II helicopter services.
3. Aircraft services for transport and smokejumper transport.
4. Portable retardant base equipment rental.

5. Bulk retardant.

6. Mobile Food and Shower Services. Contracts are published as the National Interagency Mobile Food Services Contract, NFES 1276 and National Interagency Mobile Shower Facilities Contract, NFES 2729. The administration of mobile food and shower contracts is the joint responsibility of the USDA-FS-NIFC Contracting Unit and the using agency. The incident Logistics Section Chief is designated in the contract as the Contracting Officer Representative (COR) and as such, is authorized and responsible to administer the contract. The incident agency or IMT should order a certified Contracting Officer's Technical Representative (COTR) concurrently with the resource order for the food or shower unit. The COTR assists the Logistics Section Chief with contract administration duties.

A. The Mobile Food Services Contract is the mandatory source for federal wildland firefighting agencies if food preparation is needed at the incident location. See current national contract for minimum number of meals requirement. When local food services sources are utilized, national contract specifications (e.g., sack lunch specifications) may be used as guidelines to assure adequate services are provided.

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

The following NIFC contracts are available for use by states and federal agencies.

1. Commissary

2. Hand Crews

3. Engines

24 – ACQUISITION METHODS. Purchases shall be made by the most efficient method and in accordance with incident agency procedures. The incident/project order and request numbers must be included on all acquisition documents (including convenience checks and government charge card receipts). Emergency incident acquisition methods, which are different from standard acquisition procedures, are described below.

24.1 – Government Charge Cards and Convenience Checks. Government charge card holders and convenience check writers are responsible for maintaining proper records of purchases, adhering to incident agency policy, and obtaining authorization from the Finance/Administration Section Chief or Procurement Unit Leader to use the government charge card and convenience checks on the incident. Personnel assigned to an incident away from their official duty station retain the original purchase documentation and provide a copy of the documentation to the incident agency. Personnel supporting an

incident at their official duty station, but not officially assigned, provide copies of purchase transactions for the official incident record per agency requirements.

24.2 – Land Use and Facility Rental Agreements. Simplified acquisition procedures should be used to acquire the use of property or facilities for emergency incidents. Emergency incident agreements do not require special leasing authority. Procurement officers with specific delegations may enter into these agreements. Agreements must be negotiated and signed. No-cost land use agreements are not binding or valid. If an agreement is established with consideration (e.g., grass seed field use for incident base camp, fence repair) the agreement is therefore binding.

The rental requirements are usually short term, for an undefined period, and open only during the length of the incident. Negotiations should be made considering potential length of the incident and provide for varying rates based on longer periods of time. When drafting land use or facility rental agreements, include the following information (See the Tool Kit Section).

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

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

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

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

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

1. Existing agreements for equipment ordered through the resource ordering system and arriving from outside of the local area should be honored and should not be renegotiated. Generally, contractor's costs of doing business is established at their home base and do not change when they travel to incidents outside their geographic area.

2. Fire chasing. Equipment not ordered through the resource ordering system, which arrives at an incident should only be used if there is a bona fide need and time does not permit ordering through established channels. In those circumstances, apply the following guidelines:

A. Prior to use, establish a resource order to document the need.

B. Equipment with an existing agreement. Agencies are not obligated to honor rental agreements for equipment not ordered through the resource ordering system. If the terms, conditions, and rates are considered to be reasonable, the existing agreement may be used. If the EERA differs significantly from local agreements and/or established geographic area rates, a new agreement shall be established.

C. Equipment without an existing agreement. Refer the matter to a warranted contracting officer, (e.g., Procurement Unit Leader or Buying Team contracting officer) for establishment of an agreement using local geographic area rates.

D. Any new agreement shall be valid for the duration of that specific incident only. The contracting officer shall indicate the incident name and number in the effective dates, e.g., "for the XXX incident only".

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

F. Replace non-local resources with local resources at the earliest convenience as determined by operations personnel managing the equipment at the incident.

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

1. Discuss the terms and conditions of the EERA with the contractor.
2. Emphasize that federal, state, or local laws and regulations will apply regardless of the nature of the emergency. These include but are not limited to:

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

3. Discuss current work/rest and length of assignment policies (See Chapter 10, Section 12.7-1 & 12.7-2).
4. For equipment hired with operator, discuss the contractor's workers' compensation obligations and liability coverage (validate coverage with contractor documentation). If the contractor is lacking workers' compensation coverage, the equipment should be declined. If there is an immediate critical need for the equipment and no other vendors are available, the Procurement Officer may decide to hire the operator as a casual under the Pay Plan for Emergency Workers (See Chapter 10, Section 13.6, Exhibit 01). The rationale for such a decision should be documented on the EERA and the equipment replaced as soon as other vendors with worker's compensation coverage are available.
5. Discuss established local and out of area dispatch procedures with the contractor to discourage fire chasing.
6. Discuss Incident Behavior responsibilities with the contractor. The contractor and their employees shall comply with all established Incident Behavior responsibilities. The Incident Behavior form (PMS 935) can be found in Section 13.6 Exhibit 15. This includes, but is not limited to, the following policy:

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

Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or

implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. 29 CFR 1604.11

7. Note on the face of the EERA whenever there are deviations or supplementation to the EERA general clauses, including the applicable terms and conditions and how to obtain copies of the same.
8. Discuss with the contractor that by signing the contract/agreement, the contractor agrees to comply with all the terms and conditions and that failure to do so will result in release from the incident and possible termination of the EERA/contract.

24.3-3 – Hiring Methods. Geographic areas should issue a geographic area supplement to establish standard equipment rental rates (work, daily, or special), which reflect area costs, economics, and market conditions and to identify the preferred hiring methods per type of equipment. EERAs should specify exactly what is included in the rental rate.

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

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

Guidelines for method of hire are as follows:

1. Heavy Equipment (e.g. Dozers, Skidders, Graders, and Excavators.) Hired at an hourly rate with a guarantee or at a daily rate; one contractor-provided operator per shift, and contractor-provided operating supplies.

Included in the hourly or daily rate is the cost for the contractor provided support truck for fuel, maintenance, and operator transportation. Pilot vehicles required for transportation of equipment to and from the incident may be paid a separate mileage rate.

2. Pickups, Passenger Vans, Suburbans, Utility Vehicles, Sedans, and Cargo Vans. Hired at a daily rate, plus mileage; operator hired under the Pay Plan for Emergency Workers; agency-provided operating supplies. Vehicle typing should be

accomplished by using commercial designation processes (GVW) to establish the rates and determine the appropriate AD classification (CDL requirement). For vehicles, which the primary purpose is to transport the owner to and from the incident, use mileage rate only (e.g., faller vehicle).

For commercial vendors (e.g., U-Haul, Hertz, Avis, Enterprise, etc.), use the vendor's standard method of hire and invoicing. Vehicles should be rented through an agency procurement process, e.g., EERA, BPA, in lieu of incident personnel using a government travel charge card, to protect employees from the risk of personal liability. (Reference Chapter 10, Section 17.1) Claims for vehicle damage are addressed under the terms and conditions of the procurement agreement (Contract Claim).

3. Buses. Hired at a mileage rate with guarantee or at a daily rate; contractor-provided operator and operating supplies.

- a. Type 1 Coaches (paved road use only): Commercial contract and contractor's invoice.
- b. Type 2 Crew Carriers: 20-passenger minimum with separate secure tool storage or contractor-supplied chase vehicle included in the rate.
- c. Type 3 Crew Carriers: non-tool transportation provided.

The following applies to Type 2 & 3 buses:

- i. Daily or mileage rate whichever is greater.
- ii. Contractor must have \$5 million of liability insurance per CFR 49 Part 387.33 and is required to provide proof of insurance.
- iii. Wet – contractor provided operator and operating supplies.
- iv. Contractors are not reimbursed per diem or travel expenses to and from incidents.
- v. Hired with one operator. If a second operator is necessary a resource order will be issued for one by the government. The rate will be negotiated accordingly.

4. Transports. (Includes vans, flatbeds and lowboys.)

Hired at a mileage rate with guarantee; with one contractor-provided operator; contractor-provided operating supplies. When a transport and another piece of heavy equipment are owned by the same company and furnished with one operator for both pieces of equipment, establish a special rate that accounts for this situation.

State laws may require the use of pilot cars or special licensing for transports. In these situations, the EERA for the transport may include a pilot car mileage rate or indicate reimbursement to the vendor based on submission of an invoice, or a new EERA may be established for the pilot car at the appropriate mileage rate. Agencies will use normal procurement methods to arrange for licensed common carrier transport of equipment or supplies between tariffed locations or outside of the geographic area. Payment is made in accordance with established tariffs.

5. Water Tenders. Hired at an hourly rate with a guarantee or a daily rate; with one contractor-provided operator per shift; contractor-provided operating supplies.

- a. Tactical (must meet operator fireline qualifications)
- b. Non-Tactical (no operator fireline qualifications required)

6. Potable Water Trucks. Hired at an hourly rate with a guarantee or a daily rate; additional mileage rate may apply if water obtained away from incident; with one contractor-provided operator; contractor-provided operating supplies. Potable water trucks must comply with state and local laws regarding water quality and must meet state certification requirements. Government may provide potable water or reimburse fees.

7. Grey Water Trucks. Hired at an hourly rate with a guarantee or a daily rate; additional mileage rate may apply if obtaining and/or disposing away from incident; with one contractor-provided operator; contractor-provided operating supplies. Must comply with state and local laws. Contractor reimbursed for disposal fees unless government-provided disposal site. Contractor must pay own permit fees.

8. Engines. Hired at an hourly rate with a guarantee or a daily rate with a specified number of operators for single and double shifts; contractor-provided operating supplies. Engines shall be equipped in accordance with NWCG standards and operators must meet NWCG qualifications.

9. Shop Trucks. Hired at a daily rate, plus mileage; one contractor-provided mechanic; additional rate for second mechanic or helper if ordered; contractor-provided operating supplies; specify provisions for supplying and the cost of repair parts.

Apply an hourly rate if hours may fluctuate or where interrupted or split shifts are necessary. Include an additional hourly rate for second mechanic or helper.

10. Fuel Trucks. Hired at a daily rate plus mileage; with one contractor-provided operator per shift; contractor-provided operating supplies. Due to the need for early and late availability of fuel, consideration should be given to extending the shift or ordering a second operator to meet additional fuel needs. The cost of fuel dispensed is paid separately and must be documented by Fuel and Oil Issue Records, OF-304 or similar form/spreadsheet that reconciles contractor's and government records.

Apply an hourly rate if hours may fluctuate or where interrupted or split shifts are necessary.

Vendor's fuel price at an incident shall reflect all applicable taxes and be rounded to the nearest whole cent (e.g., \$1.399 will be \$1.40).

11. Ambulances. Commercial contract or EERA; hired an hourly rate with a guarantee or at a daily rate; contractor staffed and equipped to state standards; contractor provided operating supplies; incorporate into the contract the cost of transports to medical facilities, completion of required documentation (e.g., patient evaluation form, incident logs) and reimbursement of medical supplies.

12. Chainsaws. Hired at a daily rate without operator (operator hired under AD Pay Plan). All operating supplies provided by contractor. Operator vehicle hired under mileage rate only, with no guarantee. Chainsaws can be hired under a falling module (hourly or daily rate), which would include the operator, transportation, saw, and supplies.

13. Refrigerator Trailer. Hire under commercial contract with vendor invoice (establish daily, weekly, or monthly rate as applicable). If EERA established, use daily rate; without operator; agency-provided operating supplies. Delivery and pick-up usually paid by round trip cost or per mileage rate.

14. Portable Pumps. Hire under commercial contract for daily, weekly, or monthly rate; vendor invoice; without operator; agency-provided operating supplies.

15. Portable Toilets. Hire under commercial contract with vendor invoice. Commercial contract or EERA must address payment for:

- a. Daily, weekly, or monthly rate per unit, which includes one service per day
- b. Mileage
- c. Additional service per unit
- d. Relocation per unit
- e. Dumping fees

EERA should specify contractor's responsibility for daily tracking and requirement for contractor to obtain signature of the Facility Unit Leader.

16. Miscellaneous Items. These items should be obtained through a commercial contract with vendor invoice, but circumstances may warrant establishment of an EERA.

A purchase order, blanket purchase arrangement or purchase card may be the more appropriate acquisition instrument. The Procurement Officer may use the face of the EERA form and to replace the standard terms and conditions with more appropriate terms and conditions (See 24.3-2).

Commercial invoicing must be supported with daily logs, vendor provided daily work sheet, shift ticket, or other document provided by incident. Authorizing government official signature and date is required for verification of services on a daily basis.

The Procurement Officer should consider a number of factors including incident agency policy and estimated length of the incident to determine if it is more cost effective to purchase the items versus renting.

- a. Tents, trailers, generators, lighting systems, dumpsters, and copy/facsimile/printer machines with maintenance and repair services, ATVs, mobile offices, specialty service trailers, water tanks hired under daily, weekly, or monthly rate. If a set-up/take-down fee applies, include the statement "set-up and take-down fee not applicable if government provides labor."
- b. Electronic devices (e.g., cell phones, laptop computers/printers, GPS units) may be hired through commercial contract or through an EERA on a daily rate. Electronic equipment must meet agency requirements for system access, including current virus protection capabilities.
- c. Other equipment associated with a position (i.e. POVs, defibrillators, medical packs, etc.) may be hired through the use of an EERA on a daily rate, but only if needed in order to perform the duties of the job and if requested by the incident agency (documented on the resource order). See section 20.03 for regulations regarding federal government employees.

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

Printing and copying may be purchased commercially, without a waiver from the Government Printing Office (GPO), if the materials are of an administrative nature, for non-repetitive use (i.e. Incident Action Plan printing), and will only be used internally within the incident. These services should be procured through the most cost effective method and source.

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

25.1 – Agency Provided Commissary.

25.1-1 – Commissary Requisitions. Commissary Managers shall resource order commissary items through the Logistics Section. Resource orders for commissary items shall clearly state the items are for commissary. Resource orders for commissary items specifically ordered for an individual shall contain individual's name, incident base, and home unit, or crew name.

25.1-2 – Commissary Acquisition. The Procurement Officer shall:

1. Purchase commissary items separately from other items.
2. Arrange with vendors for return of unused items.
3. Ensure the purchase document is marked in accordance with 16 U.S.C. 557, "Commissary purchase deductions have been (or will be) made from salaries".
4. Verify items received and complete Commissary Accountability Record, OF-284, (Chapter 10, Section 14.7, Exhibits 03 and 04).
5. Forward commissary items and the original and one copy of the OF-284 to the incident Commissary Manager.
6. Maintain file of OF-284s that have been accepted and signed by the Commissary Manager.

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

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

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

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

2. Incident agency regulations govern installing additional telephones or increasing levels of service on existing systems to accommodate authorized personal calls.

Federal Regulations regarding telephones are set forth in Part 201-21.6 of the Federal Information Resources Management Regulations, the Federal Travel Regulations, and specific agency regulations. Normally, there are restrictions that prohibit adding additional phones or increasing the existing system capabilities to allow for calls of a personal nature. This does not prohibit the installation of pay phones, provided there is no charge to the government.

3. Government telephones may be made available to contractors for conducting emergency incident business. All calls by contractors shall be at the contractors' expense, either by credit card or collect.

25.3 – Agency Provided Medical Care (APMC). Contractor and contractor personnel may utilize APMC services. The costs of such services are deducted from the contractor's payment in accordance with the General Clauses, Clause 12 of the EERA. (See Chapter 10, Section 15.1.) The Procurement Unit Leader should coordinate with the Compensation/Claims Unit Leader and Medical Unit Leader to ensure all APMC costs are deducted.

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

1. Food at Official Duty Station. Federal funds cannot be used to pay subsistence or to provide food to regular government employees at their official duty station, except as stated below. (See 5 U.S.C. 5536.)

Casuals should not be provided subsistence or food at the point of hire. This is considered a personal expense, and the regulation prohibits receiving compensation in addition to the pay and allowances fixed by law. Similar state regulations may apply to state personnel.

2. Conditions to Provide Food at Official Duty Station. Agencies may provide meals to personnel at their official duty station at government expense during emergency operations which pose a threat to life and property, if **both** of the following conditions are met:

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

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

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

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

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

B. Liquid supplements in the form of sports drinks or mixes that provide electrolytes and meet the carbohydrate solution mixes recommended in *Feeding the Wildland Firefighter*.^{*} Bottled water may be provided.

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

Any supplemental foods provided will require IC justification AND concurrence from the Agency Administrator. The only acceptable justification for providing supplemental foods is to meet the expanded nutritional needs of firefighters performing prolonged or arduous work. Supplemental foods are not authorized for mobilization centers, staging areas or personnel not engaged in work on the incident. "Incident Base and Camp meals" provide adequate dietary needs for most work situations.^{*}

No other supplemental food or drinks shall be authorized. Purchasing jerky products, chips, gum, soda-pop, "designer drinks" and so-called "energy" drink (containing caffeine, guarana, ephedra, and other stimulants), etc. are not allowed under this policy. Special or cultural dietary needs will be met through the National Mobile Food Services Contract or catered meals and not through this policy.

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

25.5 – Purchases for Cooperators.

25.5-1 – Military. Chapter 50, Section 53 and the Military Use Handbook set forth items, which may have to be supplied by the incident. There are no special procurement authorities, beyond those already available, for incidents to acquire goods or services for the military. Procurement Officers should coordinate with the Incident Business Advisor and Military Liaison to determine operating procedures.

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

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

25.7 – Awards.

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

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

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

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

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

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

26.2 – Inspections. At the time of hire, all equipment must be inspected using the Vehicle/Heavy Equipment Inspection Checklist, OF-296, (Section 28, Exhibits 04 and 05). The person authorized to place the order with the vendor must coordinate with the agency-identified inspector to complete the inspection at point of hire. The Logistics Section Chief is responsible to ensure that adequate inspections are completed for all equipment arriving at the incident.

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

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

26.3 – Documentation. The Finance/Administration Section will assure the equipment time is properly recorded in accordance with the terms and conditions of the EERA and document significant events during the period of rental. The Appendix, Tool Kit, provides examples of documents that can be used to track incident equipment use, deductions, etc. The following forms will be utilized to document equipment use:

1. Emergency Equipment Rental Agreement (EERA), OF-294. Documents the agreement with the contractor and sets forth the terms and conditions of rental.

Using the EERA, Procurement Officers, with delegated authority, are authorized to enter into agreements with contractors for the rental of equipment (Section 28, Exhibits 02 and 03).

2. Vehicle/Heavy Equipment Inspection Checklist, OF-296. Documents the overall condition of the equipment prior to use and at the time of release and ensures the equipment is suitable for incident use. This form is completed and signed by a qualified agency representative and the contractor (Section 28, Exhibits 04 and 05).

3. Emergency Equipment Shift Ticket, OF-297. Documents daily equipment use and will be used to post equipment time to the Emergency Equipment Use Invoice. This document is completed by the incident representative responsible for managing the equipment, signed by both the contractor and incident representative, and forwarded to the Finance/Administration Section. The Equipment Time Recorder posts this information to the invoice and initials the shift ticket to insure the posting has been accomplished. Instructions for completing the shift ticket are in Section 28, Exhibit 06. Section 28, Exhibit 07 shows use of form OF-297 in keeping time for a vehicle rental without operator. Section 28, Exhibit 08 shows the use of form OF-297 in keeping time for a dozer rented with operator.

4. Emergency Equipment Use Invoice, OF-286. Documents the daily use from shift tickets, shows additions or deductions, and calculates the payment due. This form is completed and signed by the appropriate incident official and the contractor. The

Procurement Unit Leader or Buying Team Leader is responsible for ensuring the OF-286 is posted accurately from the Emergency Equipment Shift Ticket, and the correct rates of pay from the Emergency Equipment Rental Agreement, OF-294, have been calculated and entered correctly. Section 28, Exhibit 09 contains instructions for the OF-286. Section 28, Exhibit 10 shows a sample OF-286 for a dozer rented with operator. Section 28, Exhibit 11 illustrates its use for a vehicle rented without operator. In lieu of the OF-286, an original commercial vendor invoice with authorizing government official signature may be used.

5. Emergency Equipment Fuel and Oil Issue, OF-304. Documents quantities of fuel, oil, or other operating supplies provided by the incident. The Ground Support Unit Leader establishes procedures for tracking fuel, oil, and other operating supplies/services. The OF-304 is completed by the issuing agent and signed by both the issuing agent and receiving agent. In lieu of the OF-304, a log with authorizing government official signature may be used for documentation. The deductions are posted on the Emergency Equipment Use Invoice, OF-286, (See Section 28, Exhibits 12 and 13).

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

- A. Resource Order Form.
- B. Commissary Issue Records.
- C. Agency Provided Medical Care invoices.
- D. Agency-provided repairs, parts and supply invoices.
- E. Contract claim documentation.
- F. Emergency Firefighter Time Report, OF-288.
- G. Performance evaluations.

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

It includes a checklist that indicates items contained in the envelope, agreement information, and whether any administrative follow-up is required (See Section 28, Exhibit 14).

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

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

26.4 – Forms Distribution. The Emergency Equipment Rental Agreement, OF-294, Emergency Equipment Shift Ticket, OF-297, Emergency Equipment Use Invoice, OF-286, and Emergency Equipment Fuel and Oil Issue, OF-304, are color coded for ease of distribution. These forms should always be distributed as follows:

1. Goldenrod to the contractor.
2. White to the ordering office (incident agency).
3. Pink to the payment office.
4. Blue to the Incident Finance Package, (See Chapter 40, Section 45, Exhibit 05).

The Emergency Equipment Fuel and Oil Issue, OF-304, has additional copies of the form used for the following:

1. Second Pink is used if payment record is necessary to pay fuel vendor for fuel, oil, or supplies.
2. Green is issued to individual receiving the products.

If other than standard official forms are utilized, (i.e. ISUITE, commercial logs or invoices, etc.) ensure adequate copies are provided and original signatures are in other than black ink.

26.5 – Equipment Release. When the equipment is released, the Procurement Unit Leader or Buying Team Leader will ensure:

1. A release inspection is completed.
2. All time, additions, and deductions are posted and that computations are correct.
3. A Demobilization Checkout, ICS-221, has been signed.
4. Release travel time is posted to the invoice.
5. The release date and time are documented.
6. Proper signatures are obtained in other than black ink. The contractor or contractor's representative indicates whether there are any claims.

7. All documentation is placed in the Emergency Equipment Rental-Use Envelope, OF-305, the face of the envelope completed, and the envelope is transmitted to the incident agency or other designated payment office as indicated in the contract.

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

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

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

1. Incident personnel shall not advise, comment, or solicit a contractor's claim.
2. While there is no specific form on which to file a claim, the claim must be in writing and include the following:
 - A. Claimant's complete name, mailing address, and phone number.
 - B. Signature of the equipment owner or legal representative.
 - C. Claimant's statement of facts concerning the damage.
 - D. Claimant's itemized listing of the amount claimed, including estimated values of equipment before damage.
 - E. Witness statements if available.
3. The incident supervisor managing the equipment is responsible for documenting the damage and initiating the investigation. The extent of the investigation should be appropriate to the complexity and/or amount claimed. The investigator shall avoid conclusions and opinions and shall only present observations and facts. The investigation report should include the following items:
 - A. Description of the damage and circumstances leading to the damage; including location of the area, sequence of events, weather, and road conditions.

- B. Law enforcement investigation report if applicable.
 - C. List of witnesses and statements.
 - D. Sketches, maps, diagrams, or photographs of the scene or equipment.
4. Incident personnel having knowledge of potential claims should provide that information to the Procurement Unit Leader or contracting officer.
 5. Incident personnel sign and record the date the claim was received. This is the only information entered. Incident personnel may not complete any information for the claimant.
 6. Claims may be submitted to the Procurement Unit Leader, incident agency, or contracting officer. The claim does not have to be completed at the incident. Contractors intending to file a claim should so note in Block 22 of the Emergency Equipment Rental Invoice, OF-286, to protect the right to file. (See Appendix, Tool Kit.)

27 – PAYMENTS. Prior to implementing any incident payments, including those made by purchase cards or convenience checks, coordination with the incident agency is required.

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

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

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

27.1 – Emergency Equipment Rental Agreement (EERA). The following documents, when applicable, should be submitted for payment of EERAs:

1. Documented proof that the equipment was ordered, this could be in the form of a resource order, NFES 2208, or a report from an automated dispatch.
2. Copy of the Emergency Equipment Rental Agreement, OF-294.
3. Original Emergency Equipment Shift Tickets, OF-297, vendor provided daily work sheet, or other document provided by incident.

4. Original Emergency Equipment Use Invoice, OF-286 or original commercial vendor invoice.
5. Emergency Equipment Fuel and Oil Issue, OF-304, (if deductions are made) or a log with approving official signature included.
6. Copy of pre and post Vehicle/Heavy Equipment Safety Inspection Checklists OF-296.
7. Repair orders, commissary issues, findings and determinations for claims, and any other documents supporting additions or deductions to the payment.

27.2 – National Interagency Fire Center (NIFC Contracts). Payments for mobile food, shower, commissary, Call-When-Needed Type I & II helicopter contracts, and crews issued through NIFC shall be made by the Forest Service, Boise National Forest, Boise, Idaho. The National Engine Contracts are paid by the Forest Service at NIFC. The COTR or COR is responsible for following the procedures set forth in the contract.

28 – EXHIBITS.

28 – Exhibit 01

RESOURCE ORDER FORM, ICS-259-9

RESOURCE ORDER EQUIPMENT		3. INCIDENT/PROJECT NAME				3. INCIDENT/PROJECT ORDER NUMBER				4. OFFICE REFERENCE NUMBER			
INITIAL DATE/TIME		Bad Bear				ID-BOF-080							
5. DESCRIPTIVE LOCATION/RESPONSE AREA		6. SEC.		7. MAP REFERENCE		8. INCIDENT BASE/PHONE NUMBER		9. JURISDICTION/AGENCY		10. ORDERING OFFICE			
Boise National Forest 1918 Commerce Boise ID 83705		TWN		RNG		Boise Dispatch (208) 334-9800		FS		BOF			
11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION		11. AIRCRAFT INFORMATION	
BEARING		DISTANCE		BASE OR OMNI		AIR CONTACT		FREQUENCY		GROUND CONTACT		FREQUENCY	
ORDERED DATE/TIME		QTY		RESOURCE REQUESTED		NEEDED DATE/TIME		DELIVER TO		AGENCY ID		RESOURCE ASSIGNED	
Request Number		1000		Type II Dozer		8-5 0900		Incident Base		BOF		DoRight Construction	
E-1		1ea		Type II Dozer		8-5 0900		Incident Base		BOF		DoRight Construction	
E-2		1ea		1/2 T 4x4 Pickup		8-5 0900		Incident Base		BOF		DoRight Construction	
E-3		1ea		Bus, 40 Passenger		8-5 0900		NRC Crew Dispatch		BOF		DoRight Construction	
E-4		1ea		Wildland Engine Type III		8-5 1100		Incident Base		BOF		DoRight Construction	
E-5		1ea		Flatbed 30 Ton		8-7		Incident Base		BOF		DoRight Construction	
13. ORDER RELAYED		13. ORDER RELAYED		13. ORDER RELAYED		13. ORDER RELAYED		13. ORDER RELAYED		13. ORDER RELAYED		13. ORDER RELAYED	
Req. No.		Date		Time		To/From		Req. No.		Date		Time	

NTES 2208(7/87)

28 – Exhibit 02

EMERGENCY EQUIPMENT RENTAL AGREEMENT INSTRUCTIONS

- 1-3. Ordering Office, Agreement Number, Effective Dates. Follow instructions provided by the incident agency for completion of these blocks.
4. Contractor. Address shall be the address for mailing payment. EIN/SSN is mandatory.
5. Point of Hire. On pre-season sign-up agreements, this block may either indicate contractor's address where the rental equipment will normally be located, or merely state "Location at the time of hire". For equipment hired during an incident, this block should indicate the actual address or location of the equipment at the time of order and hire.
- 6-7. Operator and Operating Supplies Provided By. Normally check one block. If both blocks are checked, specify in Block 14, Special Provisions, which conditions apply.
8. Type of Contractor. This block is to gather information to meet agency reporting requirements.
9. Item Description. This information must be of sufficient detail to fully identify the equipment to be rented.
10. Number of Operators. Specify the number of operators per operational period. Note any exceptions in Block 14, Special Provisions.
11. Work or Daily Rate and Unit. Enter geographic area standard rate or negotiated rate and unit. Do not enter a daily rate if Block 13 contains a guarantee.
12. Special Rate and Unit. Enter the special rate and identify in detail in Block 14, Special Provisions, when and how these special rates apply.
13. Guarantee. Enter the geographic area standard rate or negotiated rate. Do not enter a guarantee if Block 11 unit of measurement is a daily rate.
14. Special Provisions. Detail any agreement made with the contractor not specified elsewhere on the form. Include any supplements to the General Provisions.
- 15-20. Signature Blocks. The rental agreement must be signed, dated, and name and title printed, by both the contractor or authorized agent and the authorized Contracting Officer.

28 – Exhibit 03

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

1. ORDERING OFFICE (name and address) Lewis & Clark National Forest PO Box 869 Great Falls, MT 59403		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT			
		2. AGREEMENT NUMBER 56-03K0-X-7295			
		3. EFFECTIVE DATES a. beginning 5/1/XX b. ending 12/31/XX			
4. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085		5. POINT OF HIRE (location when hired) Location at time of hire.			
b. EIN/SSN:		6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
c. telephone number (day) (406) 564-3146	d. telephone number (night) (406) 564-9367	7. OPERATOR FURNISHED BY (3) <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT			
8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE					
9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		10. NUMBER OF OPERATORS	11. WORK OR DAILY a. rate b. unit		12. SPECIAL a. rate b. unit
a. Dozer, Caterpillar Model D6C, SN 47A19652		1	76.00	HR	545.00
		2	76.00	HR	901.00
b. Bus, 40 Passenger Lic. No. 4T-6159B		1	1.80	MI	450.00
c. Wildland Engine Type III 1994 GMC, Lic. No. 4T-59847 (Montana)		(2) 3	120.00	HR	960.00
d. Transport, 30 Ton Flatbed 1992 Kenworth, Lic. No. 4T-7928C (Montana)		1	2.40	MI	595.00
e. Dodge 4x4 1/2 Ton, PU 1994 Lic. No. 4T-9795B (Montana)		(3) 0	40.00	DAY	.18 MI
f.					
g.					
14. SPECIAL PROVISIONS (1) Only one guarantee shall apply, based on the number of operator(s) ordered, provided that number is furnished. (2) One driver and two firefighters for a total of three operators shall be provided to operate the engine one operational period. (3) Government provided operator only applies to 4x4 1/2 Ton Pickup in Block 9, item e.					
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Duddly DoRight		16. DATE 5/1/XX	17. CONTRACTING OFFICER'S SIGNATURE Wright Price		18. DATE 5/1/XX
19. PRINT NAME AND TITLE Duddly DoRight – Owner			20. PRINT NAME AND TITLE Wright Price – Contracting Officer		

28 – Exhibit 03 – Continued

EMERGENCY EQUIPMENT RENTAL AGREEMENT, OF-294

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294

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 hereon to the extent the Contractor is willing and able at the time of order. At time of dispatch a resource order number will be assigned. Contractor must furnish this number upon arrival and check in at the incident. When such equipment is furnished to the Government the following clauses shall apply:

CLAUSE 1. Condition of Equipment - All equipment furnished under this agreement must be in acceptable condition. The Government reserves the right to reject equipment which is not in safe and operative condition.

CLAUSE 2. Time under Hire - The time under hire shall start at the time agreed upon when equipment is ordered by the Government and end by notification to the Contractor by the Government that equipment is released except as provided in Clause 8.

CLAUSE 3. Transportation of Equipment - Equipment will be transported at Government expense from point of hire to the site of work and return, whether under its own power or by transport, except as provided in Clause 8.

CLAUSE 4. Operating Supplies - As identified in Block 6, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 6 may specify that all operating supplies are to be furnished by the Contractor (wet), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Contractor.

CLAUSE 5. 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 deducted from payment to the Contractor.

CLAUSE 6. Timekeeping - Time will be recorded by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:
a. Hourly Rate - nearest quarter hour.
b. Daily Rate - by calendar day except for first and last day, this will be recorded to nearest hour.
c. Mileage Rate - nearest mile.

CLAUSE 7. Payments
a. Rates of Payments - Rates for equipment hired with operator(s) include all operator(s) expenses. Payment for equipment and operator(s) furnished will be at rates specified and, except as provided in Clause 8, shall be in accordance with the following:

- (1) Work Rates (column 11) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
 - (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. 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.
- b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily and/or Special rates or (2) the guarantee earned, whichever is the greatest amount.

CLAUSE 8. Exceptions
a. No further payment under Clause 7 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.
b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 7 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 5, 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.

CLAUSE 9. Meals and Bedding - When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge.

CLAUSE 10. Loss, Damage, or Destruction - The Government will assume risk for loss, damage, or destruction of equipment rented under this contract, provided that no reimbursement will be made for loss, damage, or destruction when (a) due to ordinary wear and tear, or (b) negligence of Contractor or Contractor's agents caused or contributed to loss, damage, or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the Government or its employees.

CLAUSE 11. Contractor's Responsibility for Property and Personal Damages - Except as provided in Clause 10, 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 12. 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 13. Personal Protective Equipment - The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment. The following mandatory items will be issued by the Government, when not furnished by the Contractor, to operators performing within the scope of this agreement:

- a. Clothing: (1) Flame resistant pants and shirts; (2) Gloves (Either Nomex or chrome tanned leather, when not furnished by contractor); (3) Hard hat; (4) Goggles or safety glasses.
 - b. Equipment: (1) Fire shelter; (2) Headlamp; (3) Individual First Aid Kit; (4) Other items, in addition to these three, may be issued by the Government.
- Operators shall wear the items of clothing issued and maintain the issued equipment in a useable 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 equipment not returned by the Contractor.

CLAUSE 14. Service Contract Act - The following clause applies only when equipment is rented with operator. Except to the extent that an exemption or variation or tolerance would apply pursuant to 29 CFR 4-6 if this contract is in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938 expressed in 29 CFR Part 4. FAR 52.222-41 Service Contract Act of 1965, as amended (May 1969) is hereby incorporated by reference in this contract. SEE APPLICABLE WAGE DETERMINATION ATTACHED.

CLAUSE 15. Definitions - The following definitions for Block 8 of the OF-294 are added:
a. SMALL BUSINESS is one that is independently owned and operated and is not dominant in the field for which it is being signed up, subject to the following size standards: (1) Motorist 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.

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1986)
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.

- | | |
|---|--|
| Federal Acquisition Regulation (48 CFR Chapter 1) Clauses | |
| 52.202-1 | DEFINITIONS (APR 1984) |
| 52.203-1 | OFFICIALS NOT TO BENEFIT (APR 1984) |
| 52.203-3 | GRATUITIES (APR 1984) |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES (APR 1984) |
| 52.222-3 | CONVICT LABOR (APR 1984) |
| 52.222-28 | EQUAL OPPORTUNITY (APR 1984) |
| 52.223-5 | CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (MAR 89) |
| 52.232-1 | PAYMENTS (APR 1984) |
| 52.232-6 | DISCOUNTS FOR PROMPT PAYMENT (APR 1989) |
| 52.232-11 | EXTRAS (APR 1984) |
| 52.232-17 | INTEREST (APR 1984) |
| 52.232-18 | AVAILABILITY OF FUNDS (APR 1984) |
| 52.232-25 | PROMPT PAYMENT (APR 1989) |
| 52.233-1 | DISPUTES, ALTERNATE I (APR 1984) |
| 52.238-7 | PERMITS AND RESPONSIBILITIES (APR 1984) |
| 52.252-6 | AUTHORIZED DEVIATION IN CLAUSES (APR 1984) |

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$2,500
52.222-4 CONTRACT WORK HOURS SAFETY STANDARDS ACT
52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$10,000
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUN 1989)
DISADVANTAGED BUSINESS CONCERNS (JUN 1989)
52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)
52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED & VIETNAM VETERANS (APR 1984)

THE FOLLOWING CLAUSES APPLY WHEN ACQUISITION EXCEEDS \$25,000
52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)
52.219-13 UTILIZATION OF WOMAN-OWNED SMALL BUSINESS (AUG 1988)
52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)

ADDITIONAL TERMS AND CONDITIONS APPLICABLE IF EQUIPMENT UNDER AGREEMENT CONFORMS WITH THE DEFINITIONS PROVIDED BELOW:
"Leasing," as used in this subpart, means the acquisition of motor vehicles, other than by purchase from private or commercial sources, and includes the synonyms "hire" and "rent." "Motor vehicle" means an item of equipment, mounted on wheels and designed for highway and/or land use, that (a) derives power from a self-contained power unit or (b) is designed to be towed by and used in conjunction with self-propelled equipment. (FAR 8.1101)

- | | |
|----------|--|
| 52.208-4 | VEHICLE LEASE PAYMENTS (APR 1984) |
| 52.208-5 | CONDITION OF LEASE VEHICLES (APR 1984) |
| 52.208-6 | MARKING OF LEASED VEHICLES (APR 1984) |

28 – Exhibit 04

VEHICLE/HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST
INSTRUCTIONS

1. Incident Name/Number. Enter the Incident Name and Number from the Resource Order.
2. Order/Request Number.
3. Owner/Vendor. Enter the equipment owner's name.
4. Agreement, PO or Contract No. Enter the agreement number from Block 2 of the Emergency Equipment rental agreement, (OF-294).
5. Expires. Date Agreement, PO or Contract expires.
6. Make. Enter the make of the equipment being inspected (e.g., Dodge, Ford or Chevrolet).
7. Model Type. Enter the model type of the equipment being inspected.
8. Serial No./VIN. Enter the Serial Number/VIN number of the equipment being inspected.
9. License No. Enter the license number of the equipment being inspected.
10. Pre-Use Inspection. Enter whether or not the inspection was rejected or accepted.

Enter the Miles/Hrs, Date, and Time of inspection.

The contractor or authorized agent prints name and title in this block.

The government representative inspecting the equipment prints name and title in this block.

11. Release Inspection. Enter if there was Damage/No Claim.

Enter the Miles/Hrs, Date, and Time of inspection.

The contractor or authorized agent's signature and title in this block.

The government representative inspecting the equipment prints name and title in this block.

Sections I, III,IV. Select the appropriate section for the type of equipment being inspected. Inspect each item and check appropriate boxes for Pre-Use or Release, mark if the item does or does not apply.

Section II – Remarks. Describe any unsatisfactory item considered a safety item or indication of poor mechanical reliability is grounds for rejection until the equipment is repaired, (e.g., no seat belts in a vehicle would be grounds for rejection). When equipment fails several items on the initial inspection, consideration should be given to rejecting the equipment.

28 – Exhibit 05

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, PU, CONTRACT NO.		5. EXPIRES	
6. MAKE	7. MODEL, TYPE		
8. SERIAL NO. / VIN		9. LICENSE NO.	
Section I - Tractor, Motor Grader		Pre-use YES / NO	Release YES / NO
1. ROPS, roll over protection system. Manufactured approval system secured to mainframe of tractor. Must include approved seat belts.		+	
2. Lights: headlight and working while operating			
3. Battery: check for corrosion, loose terminals, fluid levels			
4. Engine (paraly): check oil pressure, knock and leaks			
5. Fanbelt: oil must be working; oil, temperature, etc.		+	
6. Steering (brakes): must have 3/4" free travel		+	
7. Brakes: must hold at half travel		+	
8. Muffler and spark arrester: approved type unless factory		+	
9. Fuel system: must be free of leaks and leaks		+	
10. Cooling system: must be free of leaks		+	
11. Fan and fan belts: check for defects			
12. Engine supports, mounting bar, springs, main bearings: check shocks bolts, check spring test		+	
13. Hydraulic systems: no leaks or dips			
14. Balls, pins, nuts and radiator guards: securely mounted		+	
15. PTO drive, transmission and differential: check for dripping			
16. Spooler and blade: cracks in spooler, spooler teeth sharp			
17. Tracks and rollers: sprockets height under 1/4", loose rollers, broken flanges		+	
18. Blade, spooler, teeth: operate smoothly and hold at one point			
19. Dipper and assembly: transmit fully, missing, cracks		+	
20. Drawbar: continuous, safe			
21. Daily and job condition: report leaks and damage			
Section II - Remarks		Describe all unsatisfactory items and identify by line number(s)	
Section III - Power Saw, Pump		Pre-use YES / NO	Release YES / NO
1. Visible parts broken		+	
2. Visible nuts and bolts tight			
3. Oil in gear case and chain oil			
4. Cutting bar straight, chain in good condition		+	
5. Exhaust system and spark arrester		+	
6. Motor: check wires, run smoothly, satisfactory power			
+ Safety Item - Do not accept until brought into compliance.			
FINANCE COPY - PRE USE			
10. PRE-USE INSPECTION <input type="checkbox"/> REJECTED			
MILES / HRS _____ DATE _____ TIME _____			
Inspector Name _____ Title _____		Pre _____	
ACCEPTED			
MILES / HRS _____ DATE _____ TIME _____			
Vendor Signature _____ Title _____		Pre _____	
Inspector Name _____ Title _____		Pre _____	
Section IV - Truck, Bus, Van, Pickup			
		Pre-use YES / NO	Release YES / NO
1. "DOT" inspection in the last 12 months, when required			NA / NA
2. Gauges and lights		+	
3. Seat belts		+	
4. Glass & mirrors		+	
5. Wipers and horn		+	
6. Chain/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 down			
10. Fuel System		+	
11. Electrical systems: 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 shaft/axles: check for looseness			
18. Springs and shocks		+	
19. Differential: check for leaks			
20. Exhaust system		+	
21. Frame		+	
22. Tires and wheels (List failed condition/depth is rechecked)		+	
23. Body and interior condition: describe and locate damage on back of page 2, Section II, Item 21			
24. Emergency equipment required: ... Fire Extinguisher ... Spare Fuse ... Reflectors		+	
25. Operator's property licensed.		+	
State _____ License No. _____ Class _____			
Employment _____ Mon. Cal. _____ Expire Date _____			
11. RELEASE INSPECTION <input type="checkbox"/> NO DAMAGE / NO CLAIM			
Not applicable to items, repairs required.			
MILES / HRS _____ DATE _____ TIME _____			
Vendor Signature _____ Title _____		Pre _____	
Inspector Name _____ Title _____		Pre _____	

28 – Exhibit 05 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

FORM USE AND DISTRIBUTION

Pre-Use Inspection

1. Inspector completes block numbers 1 - 10
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Pre-use" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy - Release".
3. Both Vendor and Inspector must sign off the Pre-use "ACCEPTED" inspection, block 10. Inspectors need to print and Vendors need to sign their names.
4. "Finance Copy - Pre-Use" (white copy), is sent **immediately** to the Equipment Finance department.
5. "Vendor Copy - Pre-Use / Release" (yellow copy), is given to Vendor with instruction to bring the copy back for the release inspection.
6. "Finance Copy - Release" (pink copy), and "Inspector - Pre Use / Release" (goldenrod copy), are held by the Inspector.

Release Inspection

1. Retrieve "Vendor Copy" and place between the "Finance Copy - Release" and "Inspector - Pre Use / Release" copies that were held by the Inspector.
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Release" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy - Release".
3. Block 11, "Release Inspection" must be completed by both Vendor and Inspector. Inspectors need to print and Vendors need to sign their names.
4. Inspector returns "Vendor Copy" to Vendor and **immediately** sends "Finance Copy - Release" to the Equipment Finance department.
5. At conclusion of Incident, mail **all** "Inspector - Pre Use / Release" copies to the responsible agencies Regional Equipment Manager or equivalent.

28 – Exhibit 05 – Continued

**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 shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				
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.				
VENDOR COPY - PRE USE / RELEASE				
10. PRE-USE INSPECTION <input type="checkbox"/> REJECTED				
MILES / HRS _____ DATE _____ TIME _____				
Inspector Name _____		Title _____		
Print _____				
<input type="checkbox"/> ACCEPTED				
MILES / HRS _____ DATE _____ TIME _____				
Vendor Signature _____		Title _____		
Inspector Name _____		Title _____		
Print _____				
Section IV - Truck, Bus, Van, Pickup				
	Pre-use	Release		
	YES NO	YES	NO	YES NO
1. "DOT" inspection in the last 12 months: when required *				NA NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass & mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel System *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line-U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tires and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 2, Section IV, item 23				
24. Emergency equipment required. _____ Fire Extinguisher _____ Spare Fuses _____ Reflectors *				
25. Operator(s) properly licensed. *				
State _____ License No. _____ Class _____				
Endorsements _____ Med. Cert. Expire Date _____				
11. RELEASE INSPECTION <input type="checkbox"/> NO DAMAGE / NO CLAIM				
Not applicable to buses, inspection required.				
MILES / HRS _____ DATE _____ TIME _____				
Vendor Signature _____		Title _____		
Inspector Name _____		Title _____		
Print _____				

28 – Exhibit 05 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

Section IV - Truck, Bus, Van, Pick-up

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

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

2. Gauges, and Lights (393.81-393.9)

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

3. Seat Belts (393.93)

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

4. Glass and Mirrors (393.60, 393.80)

- ◆ Any discoloration not applied by the manufacturer for reduction of glare.
- ◆ Any windshield crack over 1/4" wide.
- ◆ Any crack less than 1/4" wide that intersects with any other crack.
- ◆ Any damage 3/4" or greater in diameter.
- ◆ Any 2 damaged areas closer than 3" to each other.
- ◆ Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- ◆ Any required mirror broken. (396.3(A)(1))

5. Wipers and Horn (393.78, 393.81)

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

10. Fuel System (393.65, 393.67)

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

14. Steering (393.209)

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

15. Brakes (393.40-393.53)

- ◆ Brake system has any deficiencies as described in FMCSR.
- ◆ Brake system has any missing, loose, broken, out of adjustment or worn out components.
- ◆ Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- ◆ Brake system has any air or fluid leaks. (396.3 (a)(1))

18. Springs and Shocks (393.207)

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

20. Exhaust (393.83)

- ◆ Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part of the vehicle.
- ◆ Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception: emergency exit)
- ◆ Any leak at any point forward of or directly below the driver and/or sleeper compartment.

21. Frame (393.201)

- ◆ Any cracked, broken, loose or sagging frame member.
- ◆ Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- ◆ Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3 (a)(1))

22. Tires and Wheels (393.75, 393.205)

- ◆ Any body ply or belt material exposed through tread or sidewall.
- ◆ Any tread or sidewall separation.
- ◆ Any cut exposing ply or belt material.
- ◆ Tread depth less than 4/32" on steering axle.
- ◆ Less than 2/32" on any other axle.
- ◆ Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- ◆ Any tire not properly inflated or any overloaded tire.
- ◆ Any tire that it comes in contact with any part of the vehicle. (393.3(a)(1))
- ◆ Any tire marked "Not for Highway Use". (393.3(a)(1))
- ◆ Wheels and rims shall not be cracked or broken.
- ◆ Stud or bolt holes on the wheels shall not be elongated.
- ◆ Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- ◆ Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- ◆ At least one spare fuse or other overload protective device. (393.95(c))
- ◆ Warning devices for stopped vehicles. (393.95(f,g))

25. License (383.23, 391.41)

- ◆ No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- ◆ Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

IN ADDITION TO THE ABOVE:

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

The Inspector shall inspect for compliance with the FMCSR, State and Local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.

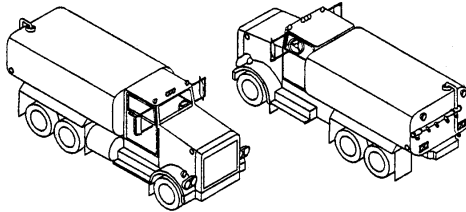
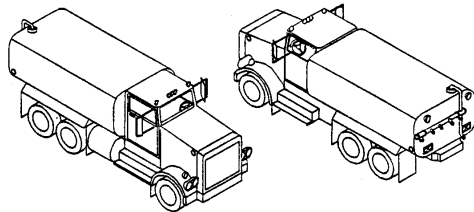
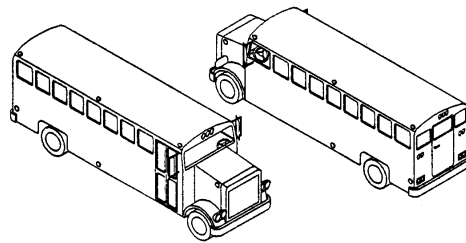
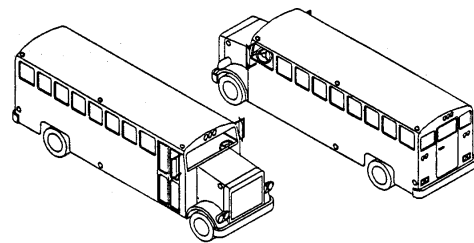
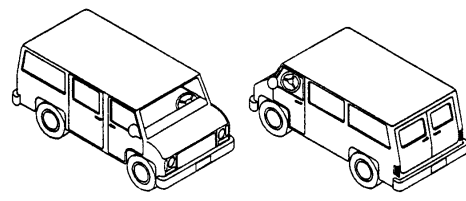
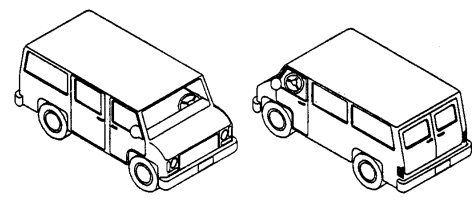
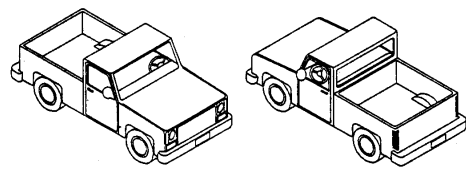
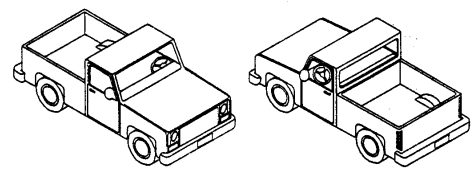
28 – Exhibit 05 – Continued

**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 shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				
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 <input type="checkbox"/> REJECTED				
MILES / HRS _____ DATE _____ TIME _____				
Inspector Name _____		Title _____		
<input type="checkbox"/> ACCEPTED				
MILES / HRS _____ DATE _____ TIME _____				
Vendor Signature _____		Title _____		
Inspector Name _____		Title _____		
Section IV - Truck, Bus, Van, Pickup				
	Pre-use		Release	
	YES NO		YES NO	
1. "DOT" inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass & mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel System *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line-U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tires and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 2, Section IV, item 23				
24. Emergency equipment required. * ___ Fire Extinguisher ___ Spare Fuses ___ Reflectors				
25. Operator(s) properly licensed. *				
State _____ License No. _____		Class _____		
Endorsements _____		Med. Cert. Expire Date _____		
11. RELEASE INSPECTION <input type="checkbox"/> NO DAMAGE / NO CLAIM				
Not applicable to buses, inspection required.				
MILES / HRS _____ DATE _____ TIME _____				
Vendor Signature _____		Title _____		
Inspector Name _____		Title _____		

28 – Exhibit 05 – Continued

VEHICLE/HEAVY EQUIPMENT SAFETY
INSPECTION CHECKLIST, OF-296

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

28 – Exhibit 05 – Continued

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 YES NO	Release 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: operate smoothly and hold at any point					
19. Dozer and assembly: trunnion bolts missing, cracks *					
20. Drawbar: serviceable, safe					
21. Body and cab condition: report dents and damage					
(Describe all unsatisfactory items and identify by line number.)					
Section II - Remarks					
Section III - Power Saw, Pump				Pre-use YES NO	Release 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 <input type="checkbox"/> REJECTED					
MILES / HRS _____ DATE _____ TIME _____					
Inspector Name _____		Title _____			
Print					
<input type="checkbox"/> ACCEPTED					
MILES / HRS _____ DATE _____ TIME _____					
Vendor Signature _____		Title _____			
Inspector Name _____		Title _____			
Print					
Section IV - Truck, Bus, Van, Pickup					
				Pre-use YES NO	Release YES NO
1. "DOT" inspection in the last 12 months: when required *					NA NA
2. Gauges and lights *					
3. Seat belts *					
4. Glass & mirrors *					
5. Wipers and horn *					
6. Clutch pedal: proper adjustment					
7. Cooling system: check radiator and hoses					
8. Oil level and condition: full and clean					
9. Battery: check for corrosion, loose terminals, hold downs					
10. Fuel System *					
11. Electrical system: generator and starter working					
12. Engine running: check for knocks and leaks					
13. Transmission: check for leaks					
14. Steering *					
15. Brakes *					
16. 4-Wheel drive: check gear boxes, leaks					
17. Drive line-U-joints: check for looseness					
18. Springs and shocks *					
19. Differential: check for leaks					
20. Exhaust system *					
21. Frame *					
22. Tires and wheels (List failed position/depth in remarks) *					
23. Body and interior condition: describe and locate damage on back of page 2, Section IV, Item 23					
24. Emergency equipment required. * ___ Fire Extinguisher ___ Spare Fuses ___ Reflectors					
25. Operator(s) properly licensed. *					
State _____ License No. _____ Class _____					
Endorsements _____ Med. Cert. Expire Date _____					
11. RELEASE INSPECTION <input type="checkbox"/> NO DAMAGE / NO CLAIM <small>Not applicable to buses, inspection required.</small>					
MILES / HRS _____ DATE _____ TIME _____					
Vendor Signature _____		Title _____			
Inspector Name _____		Title _____			
Print					

28 – Exhibit 06

EMERGENCY EQUIPMENT SHIFT TICKET INSTRUCTIONS

1. Agreement No. Enter number from Block 2 of the EERA.
2. Contractor. Enter the contractor's name as shown in Block 4 of the EERA.
5. Operator. Enter the names of all operators in Block 14, Remarks; note the operational periods that each operator was on duty.
6. Equipment Make. Enter the make of equipment from Block 9 of the EERA. (Note: Blocks 6 through 8 should reflect what is shown on the EERA and provided by the contractor.)
7. Equipment Model. Enter the model of equipment from Block 9 of the EERA.
8. Operator. Check one, in accordance with Block 6 of the EERA.
9. Serial Number. Enter serial number of equipment.
10. License Number. If equipment is licensed, enter license number of equipment (off-road, heavy equipment normally is not licensed).
11. Operating Supplies. Check one, in accordance with Block 7 of the EERA.
13. Equipment Use. If the EERA, Block 11, specifies the rate of pay as days, miles or hours. Enter the start and stop times for an hourly pay rate, enter start to stop, mileage for miles, and day for days in the columns designated as start/stop. Calculate the hours worked or miles driven and enter in the work column. If the rate of pay is by the day, enter "1". (See EERA, Clause 7A.4.)

Enter any information in the "Special" column required in Block 12 of the EERA.
14. Remarks. Enter any information necessary to administer the terms of the EERA.
15. Equipment Status. Mark the appropriate blocks.
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.

28 – Exhibit 06 – Continued

EMERGENCY EQUIPMENT SHIFT TICKET INSTRUCTIONS

18. Government's Officer's Signature. To be signed by the incident official responsible for the immediate supervision of the equipment.

28 – Exhibit 07

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

Sample form when vehicle is rented without operator.

EMERGENCY EQUIPMENT SHIFT TICKET						
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.						
1. AGREEMENT NUMBER 56-03K0-X-7295			2. CONTRACTOR (name) DoRight Construction			
3. INCIDENT OR PROJECT NAME Bad Bear		4. INCIDENT NUMBER ID-BOF-080		5. OPERATOR (name) Max Speed		
6. EQUIPMENT MAKE Dodge		7. EQUIPMENT MODEL 150		8. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT		
9. SERIAL NUMBER		10. LICENSE NUMBER Lic. No. 4T-0795B		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)		
12. DATE MO/DAY/YR	13. EQUIPMENT USE					14. REMARKS (released, down time and cause, problems, etc.) Point of hire – Nampa, ID Time of hire – 0600
	START	STOP	WORK HOURS/DAYS	SPECIAL MILES <small>(circle one)</small>		
8/5/XX	9,156	9,276	120			15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor
			16. INVOICE POSTED BY (Recorder's initials)			
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Max Speed			18. GOVERNMENT OFFICER'S SIGNATURE Chariot Keeper		19. DATE SIGNED 8/5/XX	

28 – Exhibit 08

EMERGENCY EQUIPMENT SHIFT TICKET, OF-297

Sample form when vehicle is rented with operator.

EMERGENCY EQUIPMENT SHIFT TICKET						
<i>NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.</i>						
1. AGREEMENT NUMBER 56-03K0-X-7295			2. CONTRACTOR (name) DoRight Construction			
3. INCIDENT OR PROJECT NAME Bad Bear		4. INCIDENT NUMBER ID-BOF-080		5. OPERATOR (name) Loose Nut		
6. EQUIPMENT MAKE Caterpillar		7. EQUIPMENT MODEL D6C		8. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
9. SERIAL NUMBER 47A19625		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)		
12. DATE MO/DAY/YR	13. EQUIPMENT USE <i>(Circled one)</i>		14. REMARKS (released, down time and cause, problems, etc.)			
	START	STOP	WORK	SPECIAL		
8/5/XX	0830	1600	7.5	0600 under hire at Nampa, ID transported to Bad Bear Fire arrived at 0830. 1600 – 1800 down for service 2000– Operators off duty		
8/5/XX	1800	2000	2.0			
				15. EQUIPMENT STATUS <input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor		
				16. INVOICE POSTED BY (Recorder's initials)		
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE Loose Nut			18. GOVERNMENT OFFICER'S SIGNATURE Jinder Dry		19. DATE SIGNED 8/5/XX	

28 – Exhibit 09

EMERGENCY EQUIPMENT USE INVOICE INSTRUCTIONS

1. Contractor. Enter contractor's name and mailing address from Block 4 of the EERA. It is important to confirm with the contractor that this is the current mailing address. The EIN/SSN must be completed.
2. Incident Name. Enter incident name.
3. Agreement Number. Enter the agreement number from Block 2 of the EERA.
4. Effective Dates. Enter the effective dates of the agreement from Block 3 of the EERA.
5. Equipment. Enter the equipment information and cross check with Block 9 of the EERA to ensure the equipment provided is the same equipment shown on the agreement.
6. Point of Hire. Enter the point of hire as specified in the agreement. It is mandatory this be completed to calculate travel time to and from the incident.
7. Date of Hire. Enter the date of hire from the agreement, the inspection, or the shift ticket.
8. Time of Hire. Enter time of hire from Block 13 or 14 of the shift ticket.
9. Administrative Office for Payment. Enter the name and address of the payment office designated by the incident agency or the EERA.
- 10-11. Operating Supplies and Operator. Check the appropriate boxes in accordance with Blocks 6 and 7 of the EERA.
12. Resource Order Number. Enter the Incident order number and request number (e.g., E#) under which the equipment was ordered.
13. Year, Month and Day. Enter appropriate calendar year, month, and day.
- 14-15. Work or Daily Rate. Enter the units worked in sub-block "A" from the shift ticket. Enter the rate in sub-block "B" from Block 11 of the EERA. Extend the units worked times the rate and enter the amount in sub-block "C".

28 – Exhibit 09 – Continued

EMERGENCY EQUIPMENT USE INVOICE INSTRUCTIONS

16. Total Amount Earned. Add the totals of Blocks 14c and 15c and enter in Block 16.
17. Guarantee. Enter the guarantee from Block 13 of the EERA. If equipment is under a daily rate, there is no guarantee.
18. Amount. Enter the higher amount of Block 16 or Block 17.
19. Charge Code. Enter incident agency accounting code.
20. Object Code. Payment personnel complete the object code.
21. Released/Withdrawn. Check the appropriate box and enter the date and time from Blocks 13, 14, or 15 of the shift ticket.
22. Remarks. Enter any remarks necessary to explain the information on the invoice, such as the reasons for additions or deductions, or a pending claim.
23. Gross Amount Due. Total of entries in column 18.
24. Previous Page(s). If the invoice is more than one page in length, carry the amounts forward and enter in this block.
25. Total Amount Due. Total Blocks 23 and 24.
- 26-27. Deductions and Additions. Enter any additions or deductions to the invoice and explain in Block 22. Attach supporting documents to the invoice.
28. Net Amount. Total of Blocks 25, 26, and 27.
29. Release. The contractor should read and agree with the statement in this block. If the contractor has any exceptions, it should be so noted in the remarks.
- 30, 31, 34. Contractor's Signature, Title, Date. The contractor or authorized agent signs, dates, and prints name and title in these blocks.
- 32, 33, 35. Receiving Officer's Signature, Title, Date. The Receiving Officer, normally the Procurement Unit Leader, signs, dates, and prints name and title in these blocks. It should be explained to the contractor that the invoice is subject to audit and errors will be corrected prior to payment.

28 – Exhibit 10

EMERGENCY EQUIPMENT USE INVOICE, OF-286

Sample form when vehicle is rented with operator.

EMERGENCY EQUIPMENT – USE INVOICE

PAGE 1 OF 1

1. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085 b. EIN/SSN 562-77-6695				2. INCIDENT OR PROJECT NAME Bad Bear Fire							
5. EQUIPMENT (list make, model, serial number, etc.) Dozer, Caterpillar Model D6C, SN 47A19652				3. AGREEMENT NUMBER (from OF-294) 56-03K0-X-7295							
9. ADMINISTRATIVE OFFICE FOR PAYMENT Boise National Forest 1918 Commerce Boise, ID 83637				4. EFFECTIVE DATES OF AGREEMENT a. beginning 5/1/XX b. ending 12/31/XX							
10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)				6. POINT OF HIRE (location when hired) Nampa, ID							
11. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT				7. DATE OF HIRE 8/5/XX		8. TIME OF HIRE 0600					
12. RESOURCE ORDER NUMBER E-1 ID-BOF-080											
13. YEAR 19 XX MO	14. WORK OR DAILY RATE a. UNITS WORKED (MI/HR/DA)	b. RATE	c. AMOUNT	15. SPECIAL RATE a. UNITS WORKED (MI/HR/DA)	b. RATE	c. AMOUNT	16. TOTAL AMOUNT EARNED (14c + 15c)	17. GUARANTEE	18. AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)		
8	5	9.5	76.00				722.00	545.00	722.00		
8	6	11.0	76.00				838.00	545.00	838.00		
8	7							545.00	545.00		
19. CHARGE CODE P-16529				20. OBJECT CODE 2570				23. GROSS AMOUNT DUE 2103.00			
21. EQUIPMENT WAS <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: 8/7/XX TIME: 0900				24. ITEM 23 FROM PREVIOUS PAGE				25. TOTAL AMOUNT DUE 2103.00			
22. REMARKS \$123.00 deduction for fuel Equipment Released in same condition as hired.				26. DEDUCTIONS (attach statement) 123.00				27. ADDITIONS (attach statement)			
				28. NET AMOUNT DUE 1980.00							
29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.											
30. CONTRACTOR'S SIGNATURE Duddly DoRight				31. DATE 8/7/XX		32. RECEIVING OFFICER'S SIGNATURE Clock Watcher		33. DATE 8/7/XX			
34. PRINT NAME AND TITLE Duddly DoRight - Owner				35. PRINT NAME AND TITLE Clock Watcher TUL							

28 - Exhibit 11

EMERGENCY EQUIPMENT USE INVOICE, OF-286

Sample form when vehicle is rented without operator.

EMERGENCY EQUIPMENT - USE INVOICE

PAGE 1 OF 1

1. CONTRACTOR a. name and address DoRight Construction PO Box 1 113 Main Street Twodot, MT 59085 b. EIN/SSN					2. INCIDENT OR PROJECT NAME Bad Bear Fire						
5. EQUIPMENT (list make, model, serial number, etc.) Dodge 4x4 1/2 Ton, PU 1994 Lic. No. 4T-9795B (Montana)					3. AGREEMENT NUMBER (from OF-294) 56-03K0-X-7295						
9. ADMINISTRATIVE OFFICE FOR PAYMENT Boise National Forest 1918 Commerce Boise, ID 83637					4. EFFECTIVE DATES OF AGREEMENT a. beginning 5/1/XX b. ending 12/31/XX						
10. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)					6. POINT OF HIRE (location when hired) Nampa, ID						
11. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT					7. DATE OF HIRE 8/5/XX		8. TIME OF HIRE 0600				
12. RESOURCE ORDER NUMBER E-2 ID-BOF-080											
13. YEAR		14. WORK OR DAILY RATE			15. SPECIAL RATE			16. TOTAL AMOUNT EARNED (14c + 15c)	17. GUARANTEE	18. AMOUNT (COLUMN 16 OR 17, WHICHEVER IS GREATER)	
19. MO	20. DA	a. UNITS WORKED (MMH/VD)	b. RATE	c. AMOUNT	a. UNITS WORKED (MMH/VD)	b. RATE	c. AMOUNT				
8	5	1	40.00	40.00	120	.18	21.60	61.60		61.60	
8	6	1	40.00	40.00	160	.18	28.80	68.80		68.80	
8	7	.5	40.00	20.00	40	.18	7.20	27.20		27.20	
19. CHARGE CODE P-16529				20. OBJECT CODE 2360		23. GROSS AMOUNT DUE 157.60					
21. EQUIPMENT WAS <input checked="" type="checkbox"/> RELEASED <input type="checkbox"/> WITHDRAWN DATE: 8/7/XX TIME: 0500				24. ITEM 23 FROM PREVIOUS PAGE _____				25. TOTAL AMOUNT DUE 157.60			
22. REMARKS				26. DEDUCTIONS (attach statement)				27. ADDITIONS (attach statement)			
								28. NET AMOUNT DUE 157.60			
29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28. CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN "REMARKS" BLOCK 22.											
30. CONTRACTOR'S SIGNATURE <i>Max Speed</i>					31. DATE 8/7/XX		32. RECEIVING OFFICER'S SIGNATURE <i>Clock Watcher</i>			33. DATE 8/7/XX	
34. PRINT NAME AND TITLE Max Speed					35. PRINT NAME AND TITLE Clock Watcher TUL						

28 – Exhibit 12

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE INSTRUCTIONS

1. Incident Name. Enter the incident name.
2. Owner of Equipment. If government owned, enter the agency and home unit. If contractor owned, enter the contractor's name as shown in Block 4 of the EERA.
3. Agreement Number. If contractor owned, enter the agreement number from Block 2 of the EERA, or the request number (e.g., E#). If government owned, enter the request number.
4. Type of Equipment. If contractor owned, enter data from Block 9 of the EERA.
5. License or Identification Number. Enter serial number and/or license number of contractor's equipment. If government owned, enter identification number such as license number, serial number, or other identification number of the equipment.
6. Commodity. Identify the commodity provided.
7. Quantity. Enter the quantity provided.
8. Unit. Enter the unit of measure for the commodity provided.
9. Unit Price. Enter the unit price (obtained from the Procurement Unit Leader or Buying Team Leader) for the commodity provided.
10. Amount. The amount equal to the unit price (Block 9) times the quantity (Block 7).
11. Oil/Other. Enter any other products provided and compute extensions.
12. Date and Time Issued. Enter date and time issued.
13. Remarks. Enter pertinent remarks.
14. Total. Enter total (commodity total plus oil/other total).
- 5-18. Signatures. The issuing agent and receiving agent signs, dates, and prints name and title at the time of issue.

28 – Exhibit 12 – Continued

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE INSTRUCTIONS

19. Posted to Equipment Invoice. The individual posting the deduction to the invoice initials and dates.

28 – Exhibit 13

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE, OF-304

EMERGENCY EQUIPMENT FUEL AND OIL ISSUE		SEE COVER FOR INSTRUCTIONS.				
INCIDENT OR PROJECT NAME Bad Bear		OWNER OF EQUIPMENT: <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Government Name DoRight Construction				
AGREEMENT NUMBER 56-03K0-X-7295		TYPE OF EQUIPMENT Dozer D6C		LICENSE OR IDENTIFICATION NUMBER E-1 47A19652		
COMMODITY (circle appropriate items)		QUANTITY	UNIT	UNIT PRICE	AMOUNT	
REGULAR GAS UNLEADED GAS DIESEL		100	GAL	1.23	123.00	
OIL OTHER (specify)						
DATE AND TIME ISSUED 8/5/XX 2000		REMARKS			TOTAL 123.00	
ISSUING AGENT'S SIGNATURE <i>Splash Henderson</i>		PRINT NAME AND TITLE Splash Henderson operator				
RECEIVING AGENT'S SIGNATURE <i>Loose Nut</i>		PRINT NAME AND TITLE Loose Nut operator				
POSTED TO EQUIPMENT INVOICE (FINANCE USE ONLY): INITIALS JRS				DATE 8/6/XX		

ORDERING OFFICE FILE COPY

28 - Exhibit 14

EMERGENCY EQUIPMENT RENTAL USE ENVELOPE, OF-305

EMERGENCY EQUIPMENT RENTAL-USE ENVELOPE

CONTRACTOR DoRight Construction		ORDERED BY Jeri Call
RESOURCE ORDER NO. ID-BOF-080 E-1		
ARRIVED AT MOBILIZATION POINT DATE 8-5-XX	TIME 0830	LOCATION Bad Bear Incident Base
OPERATOR(S) Loose Nut		
EQUIPMENT TYPE Dozer	SIZE D6C	NUMBER 47A19652
DATE RELEASED 8/7/XX	TIME RELEASED 0900	

ADMINISTRATIVE FOLLOWUP NEEDED:
YES NO

REMARKS _____
CONTINUE ON REVERSE IF NECESSARY _____

NOTICE TO CONTRACTOR
REPORT TO: Incident Base
INCIDENT: Bad Bear

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.

FORMS:

- OF-294 EMERGENCY EQUIPMENT RENTAL AGREEMENT
- OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (PREUSE)
- OF-297 EMERGENCY EQUIPMENT SHIFT TICKET(S)
- OF-286 EMERGENCY EQUIPMENT-USE INVOICE
- OF-288 EMERGENCY FIREFIGHTER TIME REPORT (IF APPLICABLE).
- COMMISSARY ISSUES (IF APPLICABLE).
- OF-304 EMERGENCY EQUIPMENT FUEL AND OIL ISSUE (IF APPLICABLE).
- OF-296 VEHICLE/HEAVY EQUIPMENT INSPECTION CHECKLIST (RELEASE)
- ALL GOVERNMENT-ISSUED SAFETY EQUIPMENT RETURNED (APPLIES TO DOZER OPERATORS AND SWAMPERS ONLY).

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.

Jim Timely
EQUIPMENT TIME RECORDER

8/7/XX
DATE

Will Buyit - PLE
FINANCE SECTION CHIEF OR
PROCUREMENT UNIT LEADER

8/7/XX
DATE

CONTRACTOR:

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

CHAPTER 30 – PROPERTY MANAGEMENT

Contents

30.04	Responsibilities
30.05	Definitions
31	PROPERTY MANAGEMENT PROGRAM PROCEDURES
32	INCIDENT BASE SECURITY/STORAGE
33	PROPERTY RECEIPTING PROCEDURES
34	IDENTIFICATION
35	PROPERTY ACCOUNTABILITY CONTROLS
36	CLEARANCE AND DEMOBILIZATION PROCEDURES
37	RECYCLING AT INCIDENT BASE
38	EXHIBITS
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Exhibit 02	Incident Replacement Requisition, OF-315

CHAPTER 30 – PROPERTY MANAGEMENT

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

30.04 – Responsibilities.

1. Agency Administrator is responsible for providing agency property management guidelines and/or procedures to incident personnel.
2. Buying Team Leader is responsible for:
 - A. Reporting the purchase of accountable property to the incident agency.
 - B. Following incident agency guidelines for the purchase of accountable property.
 - C. Working with the incident agency to establish a set of guidelines for the current incident assignment if no guidelines are in place.
3. Incident Commander has overall responsibility for establishing and maintaining a sound property management program for the incident.
4. Supervisors are responsible for informing subordinate personnel of their property accountability responsibilities and ensuring adherence.
5. Incident Personnel are responsible for the care, use, and custody of property (government and private) for prompt return of unneeded property, and for promptly reporting lost or damaged property. (See Section 35--5.) Individuals will order, use, and return property in a cost-effective manner. If an individual assigned to the incident utilizes their home unit electronic devices (cell phones, laptops, GPS units, etc), they are responsible for obtaining a resource order for documentation and must adhere to property management procedures.

30.05 – Definitions. Definitions used throughout this handbook are located in the Zero Code. Specific definitions unique to a chapter are found within that chapter.

31 – PROPERTY MANAGEMENT PROGRAM PROCEDURES. An effective incident property management program should include the following:

1. Establishment of areas where property may be stored and protected.
2. Designation of individuals to receive property and establishing receipting procedures.

3. Establishment of property identification and marking procedures for accountable and durable property.
4. Designation of individuals to issue property and establish property accountability controls.
5. Establishment of property clearance and demobilization procedures. These responsibilities must be delegated to individuals who are qualified to perform the duties.
6. Establishment of procedures to ensure compliance with the principles of ethical conduct regarding waste, fraud, and abuse.

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

33 – PROPERTY RECEIPTING PROCEDURES. Property and supplies may be furnished from various sources and prompt reports of receipt must be made to the incident agency. Shipments are generally accompanied by a packing list, bill of lading, or other shipping document. The Supply Unit must verify that items shipped are received and must, in all cases, note shortages, overages, and damages and share this information with Buying Team personnel or others as necessary. When shipments are not accompanied by documents, the receiving unit must inventory and acknowledge receipt on the Interagency Incident Waybill, NFES 1472 (See Section 38, Exhibit 01). Any information available from shipping containers or persons making delivery must also be noted.

1. From Government Sources of Supply.
 - A. Agency Caches and Warehouses. Acknowledge receipt on Interagency Incident Waybill, OF-316 (Section 38, Exhibit 01).
 - B. Other Agencies, State and Local. Use packing lists or other documents accompanying shipments to acknowledge receipt (See Section 38, Exhibit 01).
2. From Commercial Sources of Supply. When incident orders for property and supplies cannot be filled by agency or GSA supply systems, orders may be placed with commercial sources for direct delivery to the incident base. Incident agency procurement regulations must be followed. The incident order number and request number (e.g., E#, S#) must be indicated on all receipts and documentation.

A. Government Charge Cards and Convenience Checks. Receipt of property and supplies purchased by these methods must be acknowledged by an original bill, sales slip, cash register tape, or invoice. (See Chapter 20, Section 24 for acquisition methods.) The charge card holder/convenience check writer is responsible to provide copies of sales slips, etc to the incident agency. Use of government charge cards may be restricted by issuing agency for the purchase of accountable property. The cardholder should refer to their own agency policy.

B. Blanket Purchase Agreements/Charge Accounts. The incident agency may establish blanket purchase agreements or charge accounts for materials and supplies with local vendors. Sales slips or delivery tickets must be signed by the individual receiving the merchandise.

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

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

State and other federal agencies may have established a different purchase price for accountable and sensitive property. This property is generally tagged with an agency identification number.

Incident Management Teams (IMT) or Buying Teams should create a separate tagging/tracking system for property procured or rented for the incident from commercial sources in order to facilitate the disposal of the property to the correct location at the end of the incident (e.g., a label that contains item, value, resource request number, incident name, date purchased, and location for return at end of incident, can be used as a tracking tool).

2. Durable Property. Durable property are those non-accountable items, which have a useful life expectancy greater than one incident (e.g., sleeping bags, water handling accessories, tents, headlamps, tools). This property may be marked with paint or etching to show “US GOVT” or an agency-specific marking.

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

35 – PROPERTY ACCOUNTABILITY CONTROLS. Property and supplies obtained from all sources of supply are under the control of the incident agency.

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

2. Issues, Transfers, and Returns.

A. Issues to Personnel. The transfer of all durable and accountable property must be recorded at the time of issue on Interagency Incident Waybill, OF-316, (Section 38, Exhibit 01).

B. Transfers Between Personnel. To transfer assigned property to another person, obtain and record the name of the individual to whom the property is being transferred, notify their supervisor, and give to the Supply Unit Leader.

C. Transfers Between Crews. To affect a mass transfer of property between crews, the crew supervisor shall ensure that an accurate accounting of property is made, that names of individuals accepting the property are recorded, and notification of the transfer is given to the Supply Unit Leader.

D. Transfers Between Incidents. When property is transferred directly from one incident to another, the Supply Unit Leader will document all items to be released. The documentation should consolidate groupings of similar items (i.e., supplies, equipment) and must include the following:

- (1) The National Fire Equipment System (NFES) number.
- (2) Item Number.
- (3) Quantity.
- (4) Description.
- (5) Property number, if accountable.
- (6) Receiving incident name, incident number, and resource order/request number.

The Supply Unit Leader shall report the transfer(s) to the incident agency and to the geographic area cache.

The cache will credit the issuing incident for these items and assign them to the receiver. The Fire Loss Tolerance Report will then reflect accurate numbers for both incidents. Three copies of the documentation are required: the incident

agency (Final Incident Package), the geographic area cache, and the Supply Unit Leader's records.

E. Returns from Personnel. Items returned by incident personnel are inspected and compared with the quantities recorded on the original Interagency Incident Waybill, OF-316, (See Section 38, Exhibit 01). Shortages or damages must be noted in the Remarks section on the receipt form. (See Section 35--5.)

3. Property Utilization. Excess or unusable property/supplies should be reported to the incident Supply Unit.

4. Damage/Loss. The individual responsible for or assigned the property is responsible to document loss or damage on the appropriate incident or employing agency Property Loss or Damage form(s). The individual, supervisor, and witness document facts and circumstances on the form. The Incident Commander or Logistics Section Chief shall review, sign, and take any follow-up action. All reports of loss or damage must be submitted to the incident agency.

A. Government Equipment. The home unit normally adjudicates government equipment damage/loss reports to ensure the correct accounting code is charged.

B. Government Property. The incident agency should limit replacement to those expendable items that are used up on the incident or items, such as hose fittings, that are "acquired" by the incident through the normal firefighting efforts. These items can be replaced at the incident or the incident can approve an Incident Replacement Requisition, OF-315 (Section 38, Exhibit 02) for replacement of items at the home unit.

The incident agency may authorize, through written documentation, replacement of government property items that have been destroyed or rendered otherwise unserviceable while being used on the incident. However, non-standard cache items should be replaced by the home unit. The incident agency may require that damaged property be turned in before replacement is authorized.

Property numbered items must be carefully tracked and property records documented. Replacement should be handled by the home unit.

C. Contractor Property. Contractor owned property (e.g. hose, fittings, PPE, tents) may not be replaced through incident supply. Contractor must document damaged or lost property and submit the claim through the Procurement Unit Leader or Contracting Officer for determination.

5. Fire Loss Tolerance. A goal of property management on incidents is to prevent the loss of property and supplies. To accomplish this goal, IMT and Incident Agencies should review and follow loss tolerance guidelines. The Incident Commander is accountable for meeting acceptable fire loss use rate guidelines. These guidelines are frequently a percentage of the durable property. Fire Loss/Use Rate is defined as all property and supplies lost, damaged, or consumed on an incident.

Cache managers monitor incident ordering and returns to ensure stocking levels are adequate to meet current and projected needs. Under no circumstances should IMTs order excess supplies to manipulate fire loss percentages.

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.

6. Accountable Property. At the end of the incident, all accountable property must be returned to the appropriate owner, e.g., incident agency or local, geographic, or National cache). If accountable property is missing, damaged or unserviceable, complete the forms as noted above in Section 35-5.

7. Property Record Reconciliation. The Logistics Section will provide the incident agency with documentation of receipt and return of all accountable and durable property. Differences will be documented as in Section 35--6.

36 – CLEARANCE AND DEMOBILIZATION PROCEDURES. Upon receiving instructions to demobilize, property management personnel shall ensure adequate staffing to effect closure in an efficient and timely manner.

1. Return of Property. After checking in property (accountable and durable), property management personnel shall inspect all property. If property is damaged to the extent that it is uneconomical to repair, a record must be made of the items, quantities, serial numbers, and agency property numbers. Return all property and supplies to the appropriate locations using the Interagency Incident Waybill, OF-316, (Section 38, Exhibit 01).

2. Clearance. Logistics and Finance/Administration Sections shall coordinate during demobilization to ensure property is returned. An individual's final time report must not be processed until clearance is obtained from the Logistics Section Chief. If a regular government employee or cooperator is to be held liable for property loss, the Finance/Administration Section will submit the appropriate incident agency Property Loss or Damage form(s) to the incident agency for submission to employee's or cooperator's home unit. A casual's deduction will be made on the Emergency Firefighter Time Report, OF-288. A contractor's deductions

will be made on the Emergency Equipment Use Invoice, OF-286 or other established payment document.

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

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

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

The Logistics Section will manage incident recycling. Details for collecting and storing of material, and arranging for pickup and disposition can be found in agency recycling guidelines.

Initiating recycling could include the following steps:

1. Determine if recycling is an option. Coordinate with the incident agency and use established agreements or contracts to the extent possible.
2. Identify what items can be recycled and how they will be disposed. If the incident agency does not have a program in place, check to see if collection services are available locally. Items may be separated for pick up by local charitable organizations.

A disposition plan for recycling materials should include collection points and disposition.

3. Demobilization. The Logistics Section will coordinate with the incident agency to ensure all recyclable material is disposed of properly.

38 – EXHIBITS.

38 – Exhibit 01

INTERAGENCY INCIDENT WAYBILL, OF-316

Date	Time	INTERAGENCY INCIDENT WAYBILL			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
This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.					
Signature of Shipper				Emergency Response Phone Number	
Item #	NFES #	Quantity	U/I	Item Description	Property Number
Received by (signature)		Position Title		Date/Time	



38 – Exhibit 01 – Continued

INTERAGENCY INCIDENT WAYBILL, OF-316

Interagency Incident Waybill Instructions

The completion of this form: 1. insures that hazardous materials shipments are listed in the required format.
2. documents the return of supplies from an incident.

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

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

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

Incident Name: Name of the incident.

Incident number: Do not forget the state identifier.

Accounting/Management Code: Enter Original numbers assigned, P number and BLM charge codes.

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

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

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

ETD: Estimated time of departure from "Ship From" location.

ETA: Estimated time of arrival to "Ship To" location.

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

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

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

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

Item #: Incident use to identify a specific line item.

NFES #: National Fire Equipment System assigned number.

Qty: Quantity

U/I: Unit of issue

Item description: name of the item.

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

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

38 – Exhibit 02

INCIDENT REPLACEMENT REQUISITION, OF-315

INCIDENT REPLACEMENT REQUISITION

INCIDENT ORDER NUMBER				ISSUE NUMBER (FOR CACHE USE)	
INCIDENT NAME				ACCOUNTING/MANAGEMENT CODE	
				AGENCY SHIPPING ADDRESS NAME	
				ADDRESS (NO P.O. BOX)	
CITY	STATE	ZIP	CITY	STATE	ZIP
PERSON ORDERING				TITLE	
				DATE/TIME REQUIRED	
REQUESTED METHOD OF DELIVERY					
REQUEST NUMBER	NFES NO.	QUANTITY	U/I	ITEM DESCRIPTION	PAGE OF



38 – Exhibit 02 – Continued

INCIDENT REPLACEMENT REQUISITION, OF-315

INSTRUCTIONS FOR INCIDENT REPLACEMENT REQUISITION

TYPE I or TYPE II INCIDENTS

The incident Supply Unit Leader (SPUL) will be responsible for handling incident replacement requisitions when a Type I or Type II incident management team is assigned. The SPUL approves replacement request based on Engine Accountability sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

If equipment and supplies are available at the incident for replacement, the request is filled at the incident supply unit.

If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is not being immediately demobilized, the Supply Unit will place a resource order for needed items through appropriate channels to the servicing fire cache. The order will be shipped to the incident and replacement will take place at the Supply Unit.

If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an Incident Replacement Requisition will be completed by the Supply Unit and forwarded to the geographic area cache.

All national geographic area caches will accept Incident Replacement Requisitions.

Authorized approvals and signatures MUST be included on the requisition. For Type I and II incidents, these approvals are limited to: Incident Supply Unit Leader, Logistics Section Chief, Support Branch Director, Incident Commander or Agency Administrator or Representative.

TYPE III or TYPE IV INCIDENTS

The hosting unit agency administrator or representative, such as the Fire Management Officer, will be responsible for handling incident replacement requisitions on Type III and IV incidents. The agency representative approves replacement request based on Engine Accountability sheets or other fire equipment inventory documents approved by the requesting resource's home unit.

If equipment and supplies are available at the incident for replacement, the request is filled at the incident host unit.

If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is not being immediately demobilized, the hosting unit will place a resource order for needed items through appropriate channels to the servicing fire cache. The order will be shipped to the incident and replacement will take place at the host unit.

If equipment and supplies are unavailable at the incident for replacement, AND the requesting resource is being demobilized, an Incident Replacement Requisition will be completed by the host unit and forwarded to the geographic area cache.

All national geographic area caches will accept Incident Replacement Requisitions.

Type III and IV incident approvals are limited to the Agency Administrator or Representative (i.e., Fire Management Officer).

Replacement orders must be processed within 30 days of control of incident.

The incident's servicing cache may forward completed requisitions to the requesting unit's geographic area cache for processing.

If a cache is unable to fill the request (i.e., does not stock item), the cache will forward request to the closest cache that does stock the item for processing.

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INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

CHAPTER 40 – INCIDENT BUSINESS MANAGEMENT COORDINATION

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CHAPTER 40 – INCIDENT BUSINESS MANAGEMENT COORDINATION

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

40 – INCIDENT BUSINESS MANAGEMENT COORDINATION.

40.04 – Responsibility.

Incident agency is responsible for establishing business management requirements and monitoring the quality and/or progress of incident business management throughout the incident.

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

41 – INCIDENT AGENCY COORDINATION. The incident agency should prepare an IMT briefing package addressing agency requirements in advance of the incident to facilitate the exchange of information during the initial briefing. The incident agency should monitor business management activities through visits to the incident site and support sites by the Administrative Representative, Incident Business Advisor (IBA), or other fiscal/administrative individual.

Business Management Briefing Package. As part of the briefing package, the Agency Administrator should provide incident business management information and expectations to the IMT (see Operating Guidelines, Incident Business Administration in the Tool Kit). The information should contain:

1. Identification of the IBA or other agency personnel with administrative/fiscal oversight responsibilities. The IBA works under the direct supervision of the Agency Administrator and in coordination with the IMT. The primary duty of the IBA is to provide the Agency Administrator with an overview of incident management business practices, make recommendations for improvements, and facilitate communication with the IMT and other resources assigned in support of the incident. An Incident Business Advisor Guide is available through the National Wildfire Coordinating Group (NWCG) PMS system (PMS 314).

This guide provides guidelines, responsibilities, qualifications and a checklist to assist the IBA and others in meeting the Agency Administrator's needs.

2. Names with office and home telephone numbers of incident agency contacts for each function (Compensation/Claim, Time, Commissary, Procurement, Property, and Cost). These contacts should be prepared to meet with team members to discuss

agency-specific policies and procedures. Written policy and procedures should be made available to the IMT.

3. Availability of, or need for, acquisition and fiscal support (e.g., Buying Team, Administrative Payment Team) and the requirements of each.
4. Written guidelines regarding final incident package requirements and performance standards. Incident Finance Package (IFP) requirements should be provided to the IMT at the initial briefing in order that the documentation process can be established from the onset of the incident.
5. IFP guidelines can be found in Section 45, Exhibits 01-06. These guidelines should be supplemented to meet the specific needs of the incident agency. Unit logs are normally included in the final incident package by the Planning Section.
6. Recycling. The incident agency should provide direction to the IMT regarding recycling procedures.
7. Any other agency-specific issues, requirements, or information such as:
 - A. Potential claim areas.
 - B. Cooperative and/or mutual aid agreements and contacts.
 - C. Cost share criteria.
 - D. Payment procedures.
 - E. Military operations.
 - F. Use of National Guard.
 - G. Service and Supply Plan (See Chapter 20, Section 22).
 - H. Property Management Guidelines (See Chapter 30.)
 - I. Geographic Area Supplement (e.g., equipment rates, AD-5 rates).
 - J. Recycling (See Chapter 30, Section 37).
8. Incident Management Team Release. The Agency Administrator should consider the business management requirements of the incident when determining the release of the IMT. The Administrative Representative will coordinate a close-out session with the Finance/Administration Section, at which time the IFP will be reviewed.
9. Coordinate a debriefing and briefing session when an IMT is being replaced to ensure complete transfer of records.

42 – INCIDENT MANAGEMENT TEAM (IMT) COORDINATION. The Finance/Administration Section Chief (FSC) facilitates initial and continued contact with the Administrative Representative regarding agency requirements and expectations, IFP requirements, and close-out requirements.

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

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

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

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

If the IMT is being released prior to the end of the incident, the relief Finance/Administration Section, the Administrative Representative, and the departing Finance/Administration Section participate in a transition briefing.

43 – BUYING TEAM COORDINATION. Buying Teams are ordered by the incident agency and report to the Agency Administrator or other designated personnel. Buying Teams work with the local administrative staff to support the incident acquisition effort.

The geographic area determines the composition of Buying Teams used internally. Each geographic area shall train and provide a minimum of one Buying Team available for national dispatch. (See National Interagency Mobilization Guide, NFES 2092)

The Buying Team leader coordinates with incident agency personnel and the IMT, ensures goods and services are purchased in accordance with incident agency policy, and maintains proper documentation. Buying Teams report the purchase of accountable property to the incident agency.

Buying Teams should not be utilized as “defacto” payment teams. Incident agencies should order an Administrative Payment Team if the incident situation warrants.

44 – ADMINISTRATIVE PAYMENT TEAM (APT) COORDINATION. APTs are ordered by the incident agency and report to the Agency Administrator or other designated personnel. APTs work with the local administrative staff to expedite incident payments. An APT should only be ordered when the length of the incident is of a long duration and the incident agency does not have the resources to timely process payments.

The APT is authorized to make payment for supplies, materials, services, equipment rental, and casualties utilized on an incident.

The APT communicates payment package, audit, and processing requirements to the FSC, Buying Team, and incident agency administrative staff.

APTs utilize a Contracting Officer for interpreting contracts and agreements while processing incident payments. If the composition of the APT does not include a Contracting Officer, the incident agency must provide one.

45 – OTHER TEAM COORDINATION. During the course of the incident, the incident agency may utilize special teams, e.g. Burned Area Emergency Rehabilitation (BAER), Prevention and Education, Cost Review, Fire and Aviation Safety (FAST), Investigation, etc. The Agency Administrator or their designee coordinates with incident management personnel to assist in meeting the objectives of the special teams. See appropriate handbook for specific team responsibilities and expectations. (For example, BAER Handbook, Prevention and Education Handbook, etc.)

46 – EXHIBITS

46 – Exhibit 01

TIME UNIT INCIDENT FINANCE PACKAGE GUIDELINES

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

1. Provide a written narrative that summarizes actions and decisions of the Time Unit Leader.
2. Logs: Submit originals of all logs (e.g., excess hours log, operational period logs).
3. Provide documentation of excess hours worked and approved by the Incident Commander.
4. Emergency Firefighter Time Reports, OF-288.
 - A. Provide written documentation on outstanding items, unresolved issues, and problems. Include recommendations for resolution.
 - B. Casuals:

(1) Crews:

File copies are to be grouped by crew, alphabetized within the crew, and labeled with crew name.

Provide a copy of crew agreement if applicable.

If crews are to be paid locally, follow the instructions received from the incident agency or APT. A file copy will be retained in the IFP.

(2) Single Resource:

Alphabetize file copies, label as “Single Resource Casuals”.

If single resource casuals are to be paid locally, follow instructions from the APT. A file copy will need to be retained in the IFP.

If single resource casuals have been hired on the incident, submit originals of the I-9, W-4, W-5, and state tax forms, and OF-288, and Single Resource Casual Hire Form to the APT.

46 – Exhibit 01 – Continued

TIME UNIT INCIDENT FINANCE PACKAGE GUIDELINES

C. Regular Government Employees and Cooperators:

(1) Crews:

File copies are to be grouped by crew, alphabetized within the crew, and labeled appropriately.

(2) Single Resource:

Alphabetize file copies and label appropriately.

5. Crew Time Reports, SF-261:

A. Crews: File copies are to be grouped by crew, alphabetized within the crew, and labeled appropriately. May attach to OF-288.

B. Single Resource: Alphabetize file copies and label appropriately. May attach to OF-288.

46 – Exhibit 02

COMMISSARY INCIDENT FINANCE PACKAGE GUIDELINES

These guidelines may be used by the incident agency to identify the Commissary requirements for the IFP and may be amended to meet agency-specific requirements.

1. Provide a narrative that documents decisions and actions of the Commissary Manager.
2. Provide written documentation on outstanding items, unresolved issues, and problems. Include recommendations for resolution.
3. Agency-Provided Commissary:
 - A. File the original Commissary Accountability Record, OF-284; receipts for purchases, transfer documents (waybill), and returns/credits; the original Commissary Issue Records, OF-287; written inventory; and other pertinent documentation by date/operational period.
 - B. All discrepancies (plus or minus) must be documented in writing (notation in the remarks column of the Commissary Accountability Record, OF-284, is sufficient).
 - C. Discrepancies, due to missing items, must be accounted for according to incident agency procedures.
 - D. Deliver remaining commissary stock to the incident agency (obtain signature on final Commissary Accountability Record in Blocks 15-17 to document transfer).
4. Contractor-Provided Commissary:
 - A. Refer to the national contract for documentation requirements. 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 (National Mobile Commissary Services Payment Invoice, NFES 2600) and payment documents according to the terms of the contract.
 - B. Provide written evaluation of contractor's performance as stated in the contract.

46 – Exhibit 03

COMPENSATION FOR INJURY INCIDENT FINANCE PACKAGE GUIDELINES

These guidelines may be used by the incident agency to identify the Compensation for Injury requirements for the IFP and may be amended to meet agency-specific requirements.

1. Provide written narrative that documents actions and decisions of the Injury Compensation Specialist or Compensation Claims Unit Leader.
2. Provide written documentation on all outstanding items, unresolved issues, problems, etc. Include recommendations for resolution.
3. Injury Compensation Documents.
 - A. Submit original Injury Compensation and Medical Resource Order/Requisition (M#) Logs.
 - B. Utilize the Incident Injury Case File Envelope. File alphabetically into two groups.
 - (1) Completed. No action needed.
 - (2) Outstanding. Incomplete forms, missing forms, or person hospitalized.
 - C. Provide copies of all injury paperwork (CA-1, CA-2, CA-16, FS 6100-16, state forms, medical reports, etc.) for each individual and attach to their time report. All original reporting forms and supporting documentation are sent to the home unit. The incident agency will determine the process for submitting to home unit. Copies of all forms and documentation will be included in the IFP.

46 – Exhibit 04

CLAIMS INCIDENT FINANCE PACKAGE GUIDELINES

These guidelines may be used by the incident agency to identify the Claims requirements for the IFP and may be amended to meet agency-specific requirements. (Contract claim information is in Chapter 20, Section 26.6.)

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

46 – Exhibit 05

PROCUREMENT UNIT INCIDENT FINANCE PACKAGE GUIDELINES

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

1. Provide written narrative that documents actions and decisions of the Procurement Unit Leader, Contracting Officer, and/or Procurement Officer.
2. Submit original equipment logs (Equipment hired, Equipment Vendor Deduction, etc.).
3. Equipment Files - Utilize the Emergency Equipment Rental-Use Envelope, OF-305; file alphabetically into two groups: Ready for payment and follow-up required. Identify follow-up needed and provide recommendations for solutions. Identify partial payments made on the equipment envelope. Individual Emergency Equipment Rental-Use envelopes shall include:
 - A. Emergency Equipment Rental Agreement, OF-294.
 - B. Vehicle/Heavy Equipment Checklist (Pre- and Post-use Inspections), OF-296.
 - C. Emergency Equipment Shift Tickets, OF-297 (in chronological order).
 - D. Emergency Equipment Use Invoice, OF-286, completed and signed.
 - E. Emergency Equipment Fuel and Oil Issues, OF-304.
 - F. Resource Order.
 - G. Commissary Issue Records, OF-287.
 - H. Contracted Commissary Issue Record, NFES 2180.
 - I. Other deduction/credit documentation, (e.g., APMC records/invoices, agency-provided repair/parts invoices).
 - J. Documentation of existing or potential contract claims.
 - K. Emergency Firefighter Time Report, OF-288 if operator hired as a casual.
 - L. Performance Evaluation.

46 – Exhibit 05 – Continued

PROCUREMENT UNIT INCIDENT FINANCE PACKAGE GUIDELINES

M. Follow-up required.

Original documentation is submitted to the payment office per contract/agreement terms. Retain a complete copy of all documentation for the IFP.

4. Provide documentation of all Land-Use or other agreements that have been entered into by the IMT. Documentation shall include:
 - A. Original agreement.
 - B. Pre-use and final inspection.
 - C. Release from Liability, if applicable.
 - D. Pictures, statements, etc.
 - E. Identify follow-up needed and provide recommendation for resolution.
5. Provide documentation of all purchases made by the incident personnel (e.g., agency charge card or convenience check purchases).

46 – Exhibit 06

COST UNIT INCIDENT FINANCE PACKAGE GUIDELINES

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

1. Provide written narrative that documents actions and decisions of the Cost Unit Leader.
2. Provide written documentation on all outstanding items, unresolved issues, problems, etc. Include recommendations for resolution.
3. Submit original Cost Log showing daily cost estimate by major categories (Personnel, Equipment, Aircraft, etc.).
4. Submit original Daily Cost Estimates with supporting documentation. Sort chronologically.
5. Originals of cost analysis/projections.
6. Include any other documentation including computer-generated reports, graphs, and printouts.
7. Provide copies of cost-share agreements.

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

CHAPTER 50 – INTERAGENCY COOPERATIVE RELATIONS

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CHAPTER 50 – INTERAGENCY COOPERATIVE RELATIONS

This chapter provides information and guidelines relating to cooperative agreements, Presidential Declared Disasters, FEMA fire suppression assistance to states, and use of military.

51 – COOPERATIVE AGREEMENTS.

51.04 – Responsibilities.

1. Incident agency is responsible for:
 - A. Providing a copy of applicable agreements along with annual operating plans to incident management personnel in order to ensure compliance and avoid misunderstandings.
 - B. Negotiating additions or changes to annual operating plans when needed.
2. Incident Management Team is responsible for knowing the terms and conditions of agreements and operating plans so that those terms and conditions are adhered to (e.g., appropriately managing and utilizing equipment and personnel and documenting costs).
3. Finance/Administration Section Chief is responsible for knowing the provisions in the agreements that have a bearing on incident business management and related recordkeeping.

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

Formal Agreements. Formal agreements include any written document between the responsible agency and any other federal bureau or agency; state government agency; tribes; governing official or governing board of a unit of local government or agency of local government; or any organization, public or private, with authority to commit itself, setting forth a policy covering respective or mutual responsibilities with respect to mutual goals and the manner in which such responsibilities shall be carried out.

51.1 – Agreements Between U.S. Government Agencies.

51.1-1 – Executive Agency or Departmental Level. These are agreements between or among executive agencies or departments; for example, United States Department of Agriculture, United States Department of the Interior, or the United States Department of Defense.

The interagency agreement between the United States Department of the Interior, Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), National Park Service (NPS), and Fish and Wildlife Service (FWS) and the United States Department of Agriculture, Forest Service (FS), provides the authority and basis for cooperation between the agencies on all aspects of wildfire management and facilitates the cooperative use of fire related resources during national or regional non-fire emergencies. A copy of this agreement can be found in Section 42 of the National Interagency Mobilization Guide, NFES 2092.

51.1-2 – Bureau Level. These are agreements between or among principal sub-units of executive agencies or departments; for example, Bureau of Land Management, Forest Service, Bureau of Indian Affairs, National Park Service, or Fish and Wildlife Service.

51.1-3 – Area Level. These are agreements between or among regions, areas, or other major geographical subdivisions of federal bureaus.

51.1-4 – Local Level. These are agreements between or among forests, districts, parks, reservations, refuges, etc.

51.1-5 – Agreements with Tribes. Under P.L. 93-638, Indian Self-Determination and Education Act as amended, tribes are authorized to assume (through a contract, compact, or cooperative agreement) functions normally accomplished by the federal government.

The annual work plan in the contract, compact, or cooperative agreement may not address interagency incident management; however, the tribe is to be treated on a government-to-government basis, and federal support should not be withheld nor billed. Before tribal employees and/or equipment are used in support functions on other federal or state jurisdiction, an agreement should be in place to reimburse the tribe. This may be in their contract or compact. A Contract Officer's Representative (COR) or a Federal Trust Officer should be available who can assist the IMT in coordination with the tribe.

51.2 – Agreements between Federal and State Fire Organizations. It is common for the federal wildland fire agencies to have a cooperative agreement with their respective state agency. These agreements and their corresponding operating plan outlines the terms and conditions for sharing resources.

In some states, city, county, and rural fire service organizations are considered state resources and are subject to the conditions in the state/federal agreement. The payment to those resources will be completed through the terms of the agreement with the state. In other instances, local fire service organizations may have an agreement with their local federal agency and the terms of that agreement will be followed for payment.

The following Sections are included for supplemental, local, or geographic area agreements:

51.3 – Agreements with Other Governmental Entities. These are agreements with local governments or foreign governments.

51.4 – Agreements with Forest Protective Associations.

51.5 – Agreements with Organized Crews.

51.6 – Agreements with the Private Sector.

51.7 – Miscellaneous Agreements Containing Incident Business Management Provisions.

51.8 – Cost Share Agreements for Multi-Jurisdiction Incidents. The authority, guidelines, and process for entering into a cost share agreement are normally outlined in the cooperative agreement between the affected parties. The FSC must review the agreement and annual operating plan for direction applicable to the specific cooperators. (See Chapter 80, Section 86.)

52 – FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

52.01 – Authority. The authority for Federal agencies to respond to Presidential Declared Disasters in support of FEMA is contained in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended, through the Federal Response Plan (FRP), FEMA 229.

The President, in Executive Order 12148, delegated all functions, except those in Section 301, 401, and 409, to the Director, Federal Emergency Management Agency.

52.1 – Presidential Declared Disasters.

52.1-1 – Process. The FRP identifies the Primary Federal Agency responsible for each of the 12 Emergency Support Functions (ESF) outlined in the plan. It also identifies the support roles that the various federal agencies assume under the plan. The Forest Service is designated the primary agency responsible for ESF-4, Firefighting. (Except for the State of Alaska where by local agreement, the Department of Interior is designated the primary agency responsible for ESF-4.) In addition, the Forest Service is a designated support agency to each of the other 11 support functions. Interior agencies have a more limited support role. Refer to the FRP for the support roles for the various Department of Interior agencies.

FEMA accomplishes its missions through tasking assignments given to primary and supporting agencies. For example, the Forest Service could be tasked to accomplish a specific mission such as to operate a receiving and distribution center in support of a particular disaster.

The Forest Service would in turn use its available resources, including those available through federal and state agreements, to complete the assignment.

FEMA requests Forest Service assistance through a mission assignment letter, which identifies the mission and establishes expenditure limitations.

Activities will be accomplished utilizing established dispatch coordination concepts and processes. Procedures established in the National Interagency Mobilization Guide shall be followed in responding to disaster-related emergencies under the FRP.

52.1-2 – Pay Provisions. Federal employees responding to FEMA assignments will follow procedures outlined in Chapter 10 of this handbook and applicable agency regulations.

Individuals assigned to the incident are spot-changed to the first 8, 9, or 10 hours as outlined in Chapter 10, Section 12.1-1, Multiple-Day Assignments. Any hours worked in a calendar day outside the daily tour of duty will be paid as overtime.

The authority that eliminates the biweekly restriction on firefighting overtime earned ("max out") does not apply to other emergency responses (5 CFR 550.106). The Forest Service Human Resource Management initiates a request through the Secretary of Agriculture for submission to the Office of Personnel Management (OPM) for processing a waiver for all federal agencies involved in support of the incident. OPM notifies the Forest Service when the waiver is approved. The Forest Service Human Resource Management branch notifies the Department of Interior Human Resources branch, which will provide the information to the affected Bureaus.

52.1-3 – Travel. Travel is compensable under a FEMA declared emergency since it results from an event that could not be scheduled or controlled administratively. Provisions outlined in Chapter 10, Section 12.3, Travel and Related Waiting Time, applies to FEMA declared emergencies.

52.1-4 – Expenditures Eligible for Reimbursement. The Forest Service compiles all costs from agencies who provide support under the task or mission assignment and bills FEMA. Following reimbursement from FEMA, the Forest Service reimburses the other agencies. FEMA has agreed to reimburse the primary and supporting agencies for the following expenditures incurred in support of response activities:

1. Overtime, travel, and per diem of permanent federal agency personnel and cooperators. All regular government employee base time, regardless of agency affiliation, is charged to their own agency's funds.
2. Wages (regular time and overtime), travel, and per diem, as appropriate, of temporary personnel, casuals, or non-federal cooperators assigned solely to perform services required to execute the FRP or services directed by the FEMA Associate

Director or Regional Director in the major disaster or emergency area designated by the FEMA Regional Director.

3. Cost of work, services, and materials procured under contract to support providing assistance.
4. Cost of materials, equipment, and supplies (including transportation, repair, and maintenance) from regular federal stocks used in providing assistance.
5. All costs incurred which are paid from trust, revolving, or other funds whose reimbursement is required by law.
6. The costs of “backfilling” regular government employees into local home unit positions for personnel that have been mobilized to FEMA disaster assignments.
7. Other costs submitted by an agency with written justification or otherwise agreed to in writing by the FEMA Associate Director or Regional Director.

Agency procedures for establishing reimbursable charge codes should be followed.

Mission tasking may include funding direction that is different than the list provided above. This direction will usually state what is reimbursable under the tasking, (e.g., GSA support is usually reimbursed 100 percent). Close review of the tasking should occur prior to mobilization of resources.

52.2 – FEMA Fire Assistance. Section 420 of the Stafford Act authorizes the President to provide assistance to any state for the suppression of fire on publicly or privately-owned forest or grassland, which threatens such destruction as would constitute a major disaster. FEMA is delegated the authority to administer this program. Assistance for qualifying incidents usually is provided in the form of a grant in accordance with a FEMA-State Agreement for Fire Suppression Assistance.

For administering the program, the FEMA Regional Director obtains technical advice and assistance from designated individuals from either the Forest Service or the Bureau of Land Management. These individuals, referred to as Principal Advisors, are in most cases provided by the Forest Service. In Alaska the BLM provides the Principal Advisor.

In cases where a state has requested FEMA assistance, incident management personnel may be asked to help state personnel or the Principal Advisor obtain information to support the state's request. FEMA uses a comprehensive set of criteria for establishing whether an incident fits the intent of the Stafford Act.

Should an incident be declared eligible for FEMA assistance, the state, the Principal Advisor, and the IMT work together to assure existing agreements are understood, strong cost share agreements are in place, and cost accounting procedures are adequate to

provide a clear, supportable record of the state's share of incident costs. In most cases, these costs need to be identified by operational period.

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

Detailed fiscal records are essential for the agencies to determine what state costs are reimbursable under the intent of the FEMA-State Agreement.

IMTs should take the following steps in regards to a FEMA fire:

1. If a state agency is the protecting or responsible agency for lands involved or threatened by the fire, ask the state officials whether a request for FEMA assistance has been made or is contemplated.
2. If the answer is “yes”, the Incident Commander and the FSC should meet with the state officials and the Principal Advisor to establish documentation required to meet the state's needs under their agreement with FEMA. The IMT is in an excellent position to assist the state and the Principal Advisor to meet the conditions of the agreement.
3. Request a Cost Unit Leader with capability to track incident costs by operational period using automated methods.
4. Request copies of all cooperative fire agreements between the state and their local and federal cooperators, as well as any cost share agreements.
5. Make sure all pay documents include the specific incident order and request numbers(s). FEMA will look for this cross-reference when auditing the Incident records for reimbursements.

53 – MILITARY INVOLVEMENT.

53.01 – Authority. The Interagency Agreement between the United States Department of Defense (DoD) and the United States Departments of Agriculture and Interior is contained within the National Interagency Mobilization Guide, NFES 2092, Chapter 40 – Cooperation. The information contained in the Mob Guide provides the responsibilities, policy, and operational procedures. Refer to this section for detailed information.

53.04 - Responsibility. The protocols for activating the military in support of fire emergencies occurring within the continental United States are provided in the Military Use Handbook, NFES 2175. The direction contained in Chapter 10 and Chapter 20 provides the necessary information on the deployment and operational use of military

resources. Chapter 100 provides incident business management guidelines and procedures.

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

53.1 – Modular Airborne Fire Fighting System(s) (MAFFS). The protocols for activating the Modular Airborne Fire Fighting System (MAFFS) for airtanker support during an emergency are outlined in the National Interagency Mobilization Guide, NFES 2092, Administrative Procedures. MAFFS are to be used as a reinforcement measure when contract airtankers are committed or not readily available.

53.2 – Military Costs and Billings.

Obtain reimbursable military costs from the onsite military Officer-in-Charge and include in the remarks block on the Incident Status Summary, ICS-209. The DoD may be reimbursed for all their costs associated with incident support. Reference the agreement and the Military Use Handbook, NFES 2175 for reimbursement criteria.

53.3 – Exhibits. (Reserved)

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

CHAPTER 60 – ACCIDENT INVESTIGATION AND REPORTING

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CHAPTER 60 – ACCIDENT INVESTIGATION AND REPORTING

60.01 – Authority. The authority to conduct an accident investigation is contained in 5 U.S.C. 7902; 29 CFR 1904; Executive Order 12196, Section 1-201 (6); Department of Agriculture, Forest Service Handbook, 6700; and Chapter 7, Part 485, Department Manual, Department of the Interior.

60.04 – Responsibilities.

1. Agency Administrator is responsible for providing the incident commander direction through the Delegation of Authority regarding the performance and execution of accident investigations.
2. Incident Commander is responsible for:
 - A. Managing the overall incident safety program through all incident personnel.
 - B. Ensuring that all accidents are investigated and documented in accordance with instructions provided by the Agency Administrator in the Delegation of Authority.
2. Safety Officer is responsible for providing staff assistance and guidance to the IC to aid in meeting safety responsibilities and determining the level of investigation.
3. First line supervisors (immediate supervisors) are responsible for:
 - A. Implementing the safety program.
 - B. Ensuring their subordinates perform activities in a safe manner.
 - C. Initiating accident investigation and reporting procedures through the Safety Officer and Finance/Administration Section.
4. Incident personnel are responsible for performing safely, reporting observable hazards, and reporting accidents to their supervisor.

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

Serious Accident. Accidents that result in one or more fatalities, equipment damage totaling \$250,000 or more, or the hospitalization of three or more personnel.

61 – INITIAL NOTIFICATION OF ACCIDENT.

1. General Requirements. All accidents shall be reported to the immediate supervisor, who in turn shall notify the responsible Section Chief and Safety Officer.

2. Special Requirements. The incident agency will notify the individual's home unit in the event of serious injury.

3. Notification of Next of Kin. In the case of a fatality or a serious traumatic injury, the IC shall privately notify the Agency Administrator. The Agency Administrator shall notify the individual's home unit Agency Administrator. The home unit Agency Administrator shall notify the next of kin following agency procedures.

62 – ACCIDENT INVESTIGATION. The purpose of an accident investigation is to discover and define those environmental, management, and human performance factors that have combined, or could have combined, to produce an accident or incident and to prevent future occurrences. This includes, but is not limited to deaths, personal injuries, occupational illnesses, entrapments, close calls, and damage or destruction to real or personal property involving government or private entities.

Users of this handbook should obtain incident agency procedures or policies for investigations.

1. Serious accidents involving federal employees or on federal fires will be investigated by an interagency investigation team following the policy outlined in the Memorandum of Understanding between the United States Department of the Interior and the United States Department of Agriculture, October 26, 1995.

2. Aircraft accidents occurring during incident operations will be investigated by the National Transportation Safety Board, the United States Department of Agriculture, Forest Service, and the United States Department of the Interior in accordance with established law and agreements.

3. An accident investigation shall:

A. Identify factual data about the factors and circumstances relating to the incident.

B. Analyze the findings to identify the significant factors involved and their relationships.

C. State conclusions reached from analysis of the findings.

D. Recommend actions to prevent future occurrences.

E. Be fully developed and clearly reported.

F. Include a complete factual and unbiased report and include the following:

- (1) Description of the damage and circumstances leading to the accident; including location of the area, sequence of events, weather, and road conditions, if applicable.
- (2) Law enforcement investigation report if one was required.
- (3) List of witnesses and statements.
- (4) Sketches, maps, diagrams, or photographs of the scene or equipment.

63 – FIRE ENTRAPMENT INVESTIGATION. The purpose of investigating entrapments and near misses is to determine the cause(s) and to identify preventative measures. The investigation is initiated by the IC through the Agency Administrator following agency protocol. An entrapment is a situation where personnel are unexpectedly caught in a fire behavior-related, life-threatening position where planned escape routes or safety zones are absent, inadequate, or have been compromised. An entrapment may, or may not, include deployment of a fire shelter for its intended purpose.

These situations may, or may not result in injury and they include “near misses”.

NWCG has developed recommended guidelines for investigation and review of fire entrapment situations. These guidelines are not intended to replace agency-specific investigation protocol. (For current guidelines concerning accident investigation see Mangan, Richard J. Investigating Wildland Fire Entrapments, Missoula Technology Development Center, 2001.)

64 – ACCIDENT OR INCIDENT REPORTING REQUIREMENTS AND PROCEDURES.

These procedures are outlined by the type of accident, the report forms required, the initiator, and the recipient in Section 66, Exhibits 01-03. The IMT obtains agency-specific direction for on-site fatality protocol from the incident agency.

An independent investigation team must prepare a supplemental narrative report for the following:

1. Any fatality(s).
2. Hospitalization of three or more individuals.
3. Loss of body function.
4. Incapacitation expected to last over 30 days.
5. Damage to government property exceeding \$5,000, excluding resource damage.
6. Actual or potential serious injury to private person and substantial damage or destruction of private property.

The official case file should contain the investigator's notes, accident brief, appendix material, description of the investigation, and any relating correspondence.

64.1 – Motor Vehicle Accidents. Motor vehicle or equipment accidents involving government vehicles or occurring in connection with government activities (e.g., incident activities) are documented using the Motor Vehicle Accident Report, SF-91, and the Statement of Witness, SF-94, (Section 66, Exhibits 04 and 05). Refer to Section 66, Exhibit 02, for reporting procedures. In addition, the incident agency may require law enforcement reports.

65 – ACCIDENT REVIEW. The accident review is used to provide the Agency Administrator and the IMT an overview of the problem, status of solutions to date, and recommendations for resolving the problem. Corrective actions can then be implemented to prevent future accidents.

Corrective action should be handled by first-line supervisors with Safety Officer involvement. Management will provide direction to all parties involved in the accident and any others exposed to similar risks to mitigate future occurrences.

66 – EXHIBITS

66 – Exhibit 01

INJURY NOTIFICATION PROCESS

<p>Injury/Illness does not require leaving work assignment at time of injury.</p>	<p>Oral or written report to supervisor</p>	<p>If the employee chooses to document the injury/illness, submit reporting form to</p>
<p>Injury/Illness requires some medical attention (EMT, Medical Unit) but employee can return to work.</p>	<p>Oral or written report to supervisor</p>	<p>Compensation for Injury Specialist (INJR). See Chapter 10, Section 15.</p>
<p>Injury/Illness requires attention at a medical facility, other than first aid at the incident, but the employee can return to work.</p>	<p>Reporting forms to supervisor</p>	<p>Safety Officer and INJR review. INJR completes additional forms as described in Chapter 10, Section 15.</p>
<p>Serious accident, amputation, incapacitation, fatality.</p>	<p>Reporting forms to supervisor</p>	<p>IC notified through appropriate Section Chief. Additional investigation activated. Documentation completed as in Chapter 10, Section 15.</p>

Reporting forms include:

- CA-1, Report of Traumatic Injury and Claim for Compensation
- CA-2, Notice of Occupational Disease and Claim for Compensation
- Appropriate state injury compensation forms.

66 – Exhibit 02

MOTOR VEHICLE OR EQUIPMENT ACCIDENT REPORTING PROCEDURES

<u>ACCIDENT TYPE</u>	<u>FORM</u>	<u>INITIATOR</u>	<u>RECIPIENT</u>
Motor vehicle /equipment	SF-91	Operator	1. Immediate Supervisor 2. Safety Officer 3. Law Enforcement 4. Comp/Claims Unit 5. Incident Agency 6. Home Unit
	SF-94	Witness, if any	Same as above

Reporting forms include:

SF-91, Motor Vehicle Accident Report
SF-94, Statement of Witness
Appropriate state forms
Law enforcement reports/forms

66 – Exhibit 03

SERIOUS INJURY OR AIRCRAFT ACCIDENT CHECKLIST

IC must approve all releases of information from the incident organization.

DO NOT TRANSMIT NAMES OR INFORMATION ON THE RADIO.

Agency Administrator is the only authorized source of information on names, etc., of victims.

DATE AND TIME COMPLETED:

1. _____ Provide care for victims, obtain suitable transportation to hospital.
2. _____ If death(s) results: DO NOT MOVE DECEASED.
3. _____ Secure site, protect evidence, relay information on need for coroner to supervisor, Safety Officer, or IC.
4. _____ Do not release information to anyone except to your supervisor, Safety Officer, or incident management team.
5. _____ Identify witnesses, ensure availability of witnesses to the Safety Officer for statements as soon as possible. Witnesses should be counseled on appropriate time to release information.
6. _____ Immediately notify the Safety Officer who will coordinate the preliminary investigation, take statements, and confirm the following notifications.
 - A. _____ IC:
 - (1) _____ Coordinates with Agency Administrator.
 - (2) _____ Initiates ordering of a Critical Incident Stress Debriefing (CISD) Team.
 - B. _____ Operations Section Chief:
 - (1) _____ Modifies activities to meet the needs of the accident investigation.
 - (2) _____ Air Operations Director:
 - (a) _____ Arranges air transportation as needed.

66 – Exhibit 03 – Continued

SERIOUS INJURY OR AIRCRAFT ACCIDENT CHECKLIST

- (b) _____ Coordinates air mission, resolves conflicts.
 - (c) _____ Confirms hospital notifications if victims are transported by air.
 - (d) _____ Notifies National, Regional, or State Air Safety Officer.
- C. _____ Finance/Administration Section Chief:
- (1) _____ Compensation/Claims Unit Leader.
 - (2) _____ Time Unit Leader.
- D. _____ Planning Section Chief:
- _____ Resource Unit Leader.
- E. _____ Logistics Section Chief:
- (1) _____ Medical Unit Leader.
 - (2) _____ Security.
- F. _____ Information Officer:
- (1) _____ As requested, arranges for photo documentation.
 - (2) _____ Handles media releases following Agency Administrator approval through the IC.

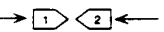
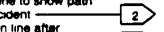

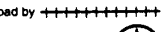

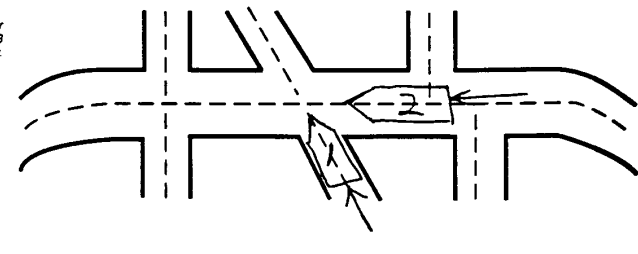
66 - Exhibit 04

MOTOR VEHICLE ACCIDENT REPORT, SF-91

MOTOR VEHICLE ACCIDENT REPORT		Please read the Privacy Act Statement on Page 3.		INSTRUCTIONS: Sections I thru IX are filled out by the vehicle operator. Section X, Items 72 thru 82c are filled out by the operator's supervisor. Sections XI thru XIII are filled out by an accident investigator for bodily injury, fatality, and/or damage exceeding \$500.			
SECTION I - FEDERAL VEHICLE DATA							
1. DRIVER'S NAME (Last, first, middle) Jacket Raer L.			2. DRIVER'S LICENSE NO./STATE/LIMITATIONS CD-J164395 "C"		3. DATE OF ACCIDENT 06/30/XX		
4a. DEPARTMENT/FEDERAL AGENCY PERMANENT OFFICE ADDRESS Interior - Capote Agency PDB 9000 Oxford, CO 81109				4b. WORK TELEPHONE NUMBER (970) 565-4511			
5. TAG OR IDENTIFICATION NUMBER G61-23694		6. EST. REPAIR COST \$ 800	7. YEAR OF VEHICLE 1994	8. MAKE Chevy	9. MODEL S-10	10. SEAT BELTS USED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
11. DESCRIBE VEHICLE DAMAGE Right Front Fender, Passenger door crushed							
SECTION II - OTHER VEHICLE DATA (Use Section VIII if additional space is needed.)							
12. DRIVER'S NAME (Last, first, middle) Hererja Juan S.			13. DRIVER'S LICENSE NUMBER/STATE/LIMITATIONS CD-H943652 "C"				
14a. DRIVER'S WORK ADDRESS 955 Camino del Rio, Durango CO 81302			14b. WORK TELEPHONE NUMBER (970) 254-8824				
15a. DRIVER'S HOME ADDRESS 1160 SR 151, Tiffany, CO 81144			15b. HOME TELEPHONE NUMBER (970) 883-1637				
16. DESCRIBE VEHICLE DAMAGE Front Grill, Left Front Fender, Bumper crushed							
18. YEAR OF VEHICLE 1992		19. MAKE OF VEHICLE Dodge		20. MODEL OF VEHICLE Ram		21. TAG NUMBER AND STATE 1214 VX CO	
22a. DRIVER'S INSURANCE COMPANY NAME AND ADDRESS Farmland Insurance 3345 N. Main, Durango CO 81302			22b. POLICY NUMBER P29763-429				
22c. TELEPHONE NUMBER (970) 385-1616			22d. TELEPHONE NUMBER (970) 883-1637				
23. VEHICLE IS <input type="checkbox"/> CO-OWNED <input type="checkbox"/> RENTAL <input type="checkbox"/> LEASED <input checked="" type="checkbox"/> PRIVATELY OWNED		24a. OWNER'S NAME(S) (Last, first, middle) Hererja, Juan S.					
25. OWNER'S ADDRESS(ES) Same as above							
SECTION III - KILLED OR INJURED (Use Section VIII if additional space is needed.)							
26. NAME (Last, first, middle) N/A			27. SEX		28. DATE OF BIRTH		
29. ADDRESS							
30. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		31. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)		32. LOCATION IN VEHICLE		33. FIRST AID GIVEN BY	
34. TRANSPORTED BY		35. TRANSPORTED TO					
36. NAME (Last, first, middle)			37. SEX		38. DATE OF BIRTH		
39. ADDRESS							
40. MARK "X" IN TWO APPROPRIATE BOXES <input type="checkbox"/> KILLED <input type="checkbox"/> DRIVER <input type="checkbox"/> PASSENGER <input type="checkbox"/> INJURED <input type="checkbox"/> HELPER <input type="checkbox"/> PEDESTRIAN		41. IN WHICH VEHICLE <input type="checkbox"/> FED <input type="checkbox"/> OTHER (2)		42. LOCATION IN VEHICLE		43. FIRST AID GIVEN BY	
44. TRANSPORTED BY		45. TRANSPORTED TO					
a. NAME OF STREET OR HIGHWAY N/A				b. DIRECTION OF PEDESTRIAN (SW corner to NE corner, etc.) FROM TO			
46. Pedestrian c. DESCRIBE WHAT PEDESTRIAN WAS DOING AT TIME OF ACCIDENT (Crossing intersection with signal, against signal, diagonally, in roadway playing, walking, hitchhiking, etc.)							

66 - Exhibit 04 - Continued

MOTOR VEHICLE ACCIDENT REPORT, SF-91

SECTION IV - ACCIDENT TIME AND LOCATION (Use Section VIII if additional space is needed.)		
47. DATE OF ACCIDENT 06/30/XX	48. PLACE OF ACCIDENT (Street address, city, state, ZIP Code; Nearest landmark; Distance nearest intersection; Kind of locality (industrial, business, residential, open country, etc.); Road description) BIA Road 729 about 4 miles from junction with C.R. 318 on Mesa Mountain. Dirt surfaced Roads	
49. TIME OF ACCIDENT 8:45 AM (PM)		
50. INDICATE ON THIS DIAGRAM HOW THE ACCIDENT HAPPENED <small>Use one of these outlines to sketch the scene. Write in street or highway names or numbers.</small>		51. POINT OF IMPACT (Check one for each vehicle)
<div style="display: flex; align-items: flex-start;"> <div style="width: 30%; font-size: small;"> <p>a. Number Federal vehicle as 1, other vehicle as 2, additional vehicle as 3 and show direction of travel with arrow.</p> <p>Example: </p> <p>b. Use solid line to show path before accident and broken line after the accident. </p> <p>c. Show pedestrian by </p> <p>d. Show railroad by </p> <p>e. Place arrow in this circle to indicate NORTH </p> </div> <div style="width: 60%; text-align: center;">  </div> </div>		
52. DESCRIBE WHAT HAPPENED (Refer to vehicles as "Fed", "2", "3", etc. Please include information on posted speed limit, approximate speed of the vehicles, road conditions, weather conditions, driver visibility, condition of accident vehicles, traffic controls (warning light, stop signal, etc.) condition of light (daylight, dusk, night, dawn, artificial light, etc.), and driver actions (making U-turn, passing, stopped in traffic, etc.).		
<p>Fed vehicle was searching for a reported fire. It was pulling out from a well access road (without stopping) when it was struck by #1. Both vehicles were traveling between 15-20mph on a smooth dirt surface. The windshield of the Fed vehicle was dusty and the driver may have been hampered with looking into a setting sun.</p>		
SECTION V - WITNESS/PASSENGER (Witness must fill out SF 94, Statement of Witness) (Continue in Section VIII.)		
53. NAME (Last, first, middle) A Duran Randy R.	54. WORK TELEPHONE NUMBER (970) 565-4511	55. HOME TELEPHONE NUMBER (970) 563-0059
56. BUSINESS ADDRESS P.O. B. 9000, Oxford CO	57. HOME ADDRESS 165 Browning Janacio CO 81137	
58. NAME (Last, first, middle)	59. WORK TELEPHONE NUMBER ()	60. HOME TELEPHONE NUMBER ()
61. BUSINESS ADDRESS		62. HOME ADDRESS
SECTION VI - PROPERTY DAMAGE (Use Section VIII if additional space is needed.)		
63a. NAME OF OWNER N/A	63b. OFFICE TELEPHONE NUMBER ()	63c. HOME TELEPHONE NUMBER ()
63d. BUSINESS ADDRESS		63e. HOME ADDRESS
64a. NAME OF INSURANCE COMPANY		64b. TELEPHONE NUMBER ()
		64c. POLICY NUMBER
65. ITEM DAMAGED	66. LOCATION OF DAMAGED ITEM	67. ESTIMATED COST \$
SECTION VII - POLICE INFORMATION		
68a. NAME OF POLICE OFFICER Sgt. Truely Accurate	68b. BADGE NUMBER SU 965	68c. TELEPHONE NUMBER (970) 563-2323
69. PRECINCT OR HEADQUARTERS Capote Tribe Police Dept.	70a. PERSON CHARGED WITH ACCIDENT R. Jacket	70b. VIOLATION(S) # 7365

66 - Exhibit 04 - Continued

MOTOR VEHICLE ACCIDENT REPORT, SF-91

SECTION VIII - EXTRA DETAILS

SPACE FOR DETAILED ANSWERS. INDICATE SECTION AND ITEM NUMBER FOR EACH ANSWER. IF MORE SPACE IS NEEDED, CONTINUE ITEMS ON PLAIN BOND PAPER.

SECTION IX - FEDERAL DRIVER CERTIFICATION

In compliance with the Privacy Act of 1974, solicitation of the information requested on this form is authorized by Title 40 U.S.C. Section 491. Disclosure of the information by a Federal employee is mandatory as the first step in the Government's investigation of a motor vehicle accident. The principal purposes for using this information is to provide necessary data for legal counsel in legal actions resulting from the accident and to provide accident information/statistics in analyzing accident causes and developing methods of reducing accidents. Routine use of information may be by Federal, State or local governments, or agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions. An employee of a Federal agency who fails to report accurately a motor vehicle accident involving a Federal vehicle or who refuses to cooperate in the investigation of an accident may be subject to administrative sanctions.

I certify that the information on this form (Sections I thru VIII) is correct to the best of my knowledge and belief.

71a. NAME AND TITLE OF DRIVER Roger Jacket - Forestry Tech.	71b. DRIVER'S SIGNATURE AND DATE <i>Roger Jacket</i>
--	---

SECTION X - DETAILS OF TRIP DURING WHICH ACCIDENT OCCURRED

72. ORIGIN Oxford Forestry Station	73. DESTINATION Mesa Mountain
---------------------------------------	----------------------------------

74. EXACT PURPOSE OF TRIP
Fire Suppression

75. TRIP BEGAN	DATE	TIME (Circle one)	76. ACCIDENT OCCURRED	DATE	TIME (Circle one)
	6/30/xx	6:00 <input checked="" type="radio"/> a.m. <input checked="" type="radio"/> p.m.		6/30/xx	8:45 <input checked="" type="radio"/> a.m. <input checked="" type="radio"/> p.m.

77. AUTHORITY FOR THE TRIP WAS GIVEN TO THE OPERATOR <input checked="" type="checkbox"/> ORALLY <input type="checkbox"/> IN WRITING (Explain)	78. WAS THERE ANY DEVIATION FROM DIRECT ROUTE <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (Explain)
--	--

79. WAS THE TRIP MADE WITHIN ESTABLISHED WORKING HOURS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Explain) Fire reported at 5:30 pm + crew was called in to respond.	80. DID THE OPERATOR, WHILE ENROUTE, ENGAGE IN ANY ACTIVITY OTHER THAN THAT FOR WHICH THE TRIP WAS AUTHORIZED. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (Explain)
---	---

81. COMPLETED BY DRIVER'S SUPERVISOR <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	a. DID THIS ACCIDENT OCCUR WITHIN THE EMPLOYEE'S SCOPE OF DUTY	b. COMMENTS
---	--	-------------

82a. NAME AND TITLE OF SUPERVISOR Johnson O'Mally FMO	82b. SUPERVISOR'S SIGNATURE AND DATE <i>Johnson O'Mally</i>	82c. TELEPHONE NUMBER (970) 565-4511
--	--	---

66 - Exhibit 04 - Continued

MOTOR VEHICLE ACCIDENT REPORT, SF-91

SECTION XI - ACCIDENT INVESTIGATION DATA
83. DID THE INVESTIGATION DISCLOSE CONFLICTING INFORMATION. YES NO (If "Yes", explain below.)

84. PERSONS INTERVIEWED			
NAME	DATE	NAME	DATE
a. Roger Jacket	6/30/XX	c. Juan Hererju	6/30/96
b. Randy Duran	6/30	d.	

85. ADDITIONAL COMMENTS (Indicate section and item number for each comment.)
52. Uncontrolled intersection with good visability for 100-200 feet from intersection. The federal vehicle failed to yeild to a vehicle on main road but the driver of the PDV could see the approaching vehicle in time to stop.

SECTION XII - ATTACHMENTS
LIST ALL ATTACHMENTS TO THIS REPORT
Statement of Witness - Randy Duran

SECTION XIII - COMMENTS/APPROVALS
86. REVIEWING OFFICIAL'S COMMENTS
None

87. ACCIDENT INVESTIGATOR		88. ACCIDENT REVIEWING OFFICIAL	
a. SIGNATURE AND DATE		a. SIGNATURE AND DATE	
<i>Truely Accurate 7/2/XX</i>		<i>Fairly Safe</i>	
b. NAME (First, middle, last)		b. NAME (First, middle, last)	
<i>Truely Accurate</i>		<i>Fairly Safe</i>	
c. TITLE		c. TITLE	
<i>Sargent</i>		<i>Safety Officer</i>	
d. OFFICE		d. OFFICE	
<i>Capote Tribe Police Dept.</i>		<i>Capote Agency</i>	
e. OFFICE TELEPHONE NUMBER		e. OFFICE TELEPHONE NUMBER	
<i>(970) 563-2323</i>		<i>(970) 565-4511</i>	

66 – Exhibit 05 – Continued

STATEMENT OF WITNESS, SF-94

FILE REFERENCE:

This office has been notified that you witnessed an accident which occurred

It will be helpful if you will answer, as fully as possible, the questions on the other side of this letter. Please read the Privacy Act Statement below.

Your courtesy in complying with this request will be appreciated. An addressed envelope, which requires no postage, is enclosed for your convenience in replying.

Sincerely

Enclosure

Use by the public is voluntary. In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information requested on this form is authorized by Title 40 U.S.C. Section 491. Disclosure of the information by a Federal employee is mandatory as it is the first step in the Government's investigation of a motor vehicle accident. The principal purposes for which the information is intended to be used are to provide necessary data for use by legal counsel in legal actions resulting from the accident, and to provide accident information/statistics for use in analyzing accident causes and developing methods of reducing accidents. Routine use of the information may be by Federal, State or local governments or agencies, when relevant to civil, criminal, or regulatory investigations or prosecution.

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

CHAPTER 70 – CLAIMS

Contents

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CHAPTER 70 – CLAIMS

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

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

Claims for personal injury or death of regular government employees and casualties are processed as outlined in Chapter 10, Section 15.

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

70.01 – Authorities. Claims may be processed under authority of the following:

1. Contract Disputes Act of 1978. Claims arising under, or related to, contracts are settled under the Contract Disputes Act of 1978. Claims under the Contracts Disputes Act may be filed by the contractor against the government or by the government against the contractor, when either party believes it has been harmed by the other's actions outside the terms and conditions of the contract. A Contracting Officer is the only person authorized to settle these claims. (See Chapter 20, Section 26.6.)
2. Federal Tort Claims Act. (28 USC 1346(b) and 2671-2680) This Act provides for the filing of claims against the United States for personal property damage or loss, personal injury, or wrongful death caused by the negligent or wrongful acts or omissions of federal government employees while acting within the scope of their employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the State where the act or omission occurred. Only the USDA Office of the General Counsel (OGC) and the USDI Office of the Solicitor have the authority to settle claims under the Federal Tort Claims Act.
3. Non-Tort Act of May 27, 1930 (Property Damage). (16 USC 574) This Act authorizes the Secretary of Agriculture to reimburse private property owners for damage or destruction caused by United States employees in connection with the protection, administration, and improvement of the National Forest. The Act provides a maximum amount payable of \$2,500. This statute provides relief only when the United States inflicts damage on others in protecting, administering, or improving the National Forest. It is not intended to pay for damages incident to actions taken primarily to meet the needs of the private owner in relief from the same threat or situation facing government property (e.g., extinguishing fires, which threaten private property). In order to apply this Act, there must be no negligence on the part of the federal government and damage cannot be due to the sole protection of private property. If either of these two conditions is present, the claim cannot be

allowed under this Act and must be considered under the Federal Tort Claims Act. Only the Regional Claims Officer has authority to settle claims under this Act.

4. Military Personnel and Civilian Employees Claims Act. (31 USC 3721.) Federal regular government employees, volunteers, and casuals may file claims for loss of or damage to personal property, provided possession of the property was reasonable, useful, and proper under the circumstances, and the loss or damage occurred incident to the individual's service. Normally, Human Resource Program enrollees, contractors or employees of contractors, employees of cooperators, state employees or inmates assigned to incidents are not covered under this Act. Interagency agreements should provide that each agency process claims of its own personnel. Only specific individuals have the authority to settle claims under this Act.

5. State Authorities. State procedures regarding claims resolution vary. (See Chapter 50 and contact appropriate state representative.)

70.04 – Responsibilities.

1. Agency Administrator is responsible for:

- A. Ensuring that procedures outlined in this handbook are implemented and followed.
- B. Providing an incident agency contact for the Compensation/Claims Unit Leader.
- C. Providing incident agency guidelines and/or procedures for investigating and processing claims.
- D. Notifying the incident agency's legal counsel or other officials as appropriate.
- E. Submitting claims from incident personnel based on agency procedures.

2. Incident Commander is responsible for:

- A. Managing the overall claims program on the incident.
- B. Ensuring claims are investigated and documented.
- C. Initiating an investigation by an independent investigation team, as necessary.

3. Finance/Administration Section Chief is responsible for:

- A. Initiating an investigation of each claim.

- B. Providing recommendations for each claim (approve or deny), along with a statement explaining the basis for the recommendation to the incident agency.
 - C. Coordinating with the Safety Officer, other Section Chiefs, and other incident personnel to ensure all required forms, information, and documentation are obtained.
4. Compensation/Claims Unit Leader is responsible for:
- A. Establishing and ensuring a system for investigating, documenting, and processing claims is implemented.
 - B. Coordinating with incident personnel who may have information pertinent to a claim (e.g., the Ground Support Unit Leader for motor vehicle claims, law enforcement/security personnel for stolen property claims).
 - C. Advising potential claimants of the claims process, upon request.
5. Incident Personnel are responsible for reporting to their supervisor any accident or incident which has resulted, or may result, in a claim against or for the government.
6. Supervisors are responsible for reporting the accident or incident to both the Safety Officer and Finance/Administration Section Chief.
7. Safety Officer is responsible for coordinating investigations.
8. Contracting Officers are responsible for settling contract claims within their authority and in conjunction with incident agency policy.
9. Claimants are responsible for complying with established incident agency and home unit policies and procedures in filing claims.

70.05 – Definitions. Definitions used throughout this handbook are contained in the Zero Code.

- 1. Claim: A written demand for a specific amount of money or other objects of value, other than ordinary obligations incurred for services, supplies, or things.
- 2. Claimant: An individual, partnership, association, corporation, country, the federal government, state, or other political subdivision asserting a right, demand, or claim against another entity.

3. Contract: Any written instrument giving one party a right, a service, a commodity in exchange for a right, a service, or a commodity. Contracts include land use permits, purchase orders, equipment rental agreements, leases, etc.
4. Government Vehicle: A vehicle owned by, on loan to, or leased by the government, including privately owned vehicles operated by government personnel acting within the scope of their employment.
5. Negligence: Failure to exercise that degree of care, which a careful and prudent (reasonable) person would exercise under similar circumstances.
6. Solicitor/Office of the General Counsel: Legal counsel to the Department of the Interior and the Department of Agriculture, respectively. Legal counsel is solely authorized to determine tort claims.
7. Tort: A private or civil wrong or injury, inflicted or caused by a negligent or wrongful act or omission, giving the person who suffers from the wrong a right of action for damages. It is also defined as a breach of legal duty not imposed by contract.

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

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

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

Chapter 60, Sections 62-64, provides investigation guidelines and reporting requirements.

72 – CLAIMS FILING. A claim shall be deemed to have been presented when an incident agency, home unit, or other designated office receives written notification, accompanied by a claim for money damages in sum certain (for a specific amount) from a claimant, or his/her duly authorized agent, or legal representative. Claims may be presented on a Claim for Damage, Injury, or Death (SF-95) for tort claims, agency-specific form for employee claims, or in other written form such as a letter. (See Section 74, Exhibit 01.)

72.1 – Contract Claims. Contract claims (e.g., claims involving the rental of equipment or vehicles) are covered under the Contract Disputes Act of 1978. (See Chapter 20, Section 26.6) for information on contract claims processing.

The incident contracting officer can adjudicate contract claims within their warrant authority and limits set by the incident agency. For incident adjudicated claims, the vendor is normally compensated through the Emergency Equipment Rental Agreement invoicing process.

72.2 – Tort Claims. The Claim for Damage, Injury, or Death Form, SF-95, should be provided when requested, when a person states a desire to file a claim, or when a person expresses the opinion that some compensation should be made. The SF-95 should not be volunteered as a routine matter of business.

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

72.2-1 – Claim Documentation Requirements.

1. The claimant must submit the claim through an executed SF-95 (instructions are on the reverse of the form), or other written and signed document. The claimant must provide:
 - A. Claimants' complete name and address.
 - B. A statement describing what action or omission of the government caused the damage, loss, or injury. (This is the basis for the claim.)
 - C. The sum certain (specific amount) claimed.
2. The claimant should provide the following to support the written claim:
 - A. Proof of ownership for damaged property. Examples of documentation may include a copy of a vehicle title, registration, deed, or tax documents.
 - B. Documentation of the amount claimed. Depending on the item(s) claimed, this may include:
 - (1) Two itemized repair estimates or one paid receipt.
 - (2) Medical bills.

(3) Physician's statements.

(4) If loss of income is claimed, evidence of earnings and time lost from work.

(5) If repair is not economical or possible, two estimates of replacement costs, age of damaged/destroyed property (month and year property was obtained), and salvage value, if any.

C. Documentation of the insurance coverage of the property.

D. Witness statement(s) to support the claim.

3. The claim form must be signed by the claimant, the claimant's legal representative or authorized agent. If signed by other than the claimant, documentation must be provided of the signatory's authority to act in the claimant's behalf. Claims for jointly owned property must be signed by all legal owners.

4. A claim can be submitted to the incident or to the incident agency. It does not have to be filed at the incident.

5. A tort claim must be filed within two years of the date of the incident that gave rise to the claim.

72.2-2 – Incident Procedures.

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

A. Will record the date the claim was received and initial or sign in the margin of the claim form. This is the only information to be entered on the claim by incident personnel. Incident personnel may not complete any information for the claimant.

B. Will immediately inform the Finance/Administration Section (e.g., Compensation/Claims Unit Leader) of the claim.

C. Shall neither place themselves in a position of advising claimants on claims, or encouraging or discouraging the filing of claims. Title 18 of the United States Code, Section 205, specifically prohibits Government officials from assisting a property owner in the filing and substantiation of a claim.

2. Incident personnel may not:

A. Comment on the merits of a claim.

- B. Comment on the liability of the incident agency or the private party.
 - C. Advise a claimant to, or not to, seek legal counsel.
 - D. Refuse to accept a claim.
 - E. Advise anyone to file a claim.
3. The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on the Incident Claims and Accident Log (Section 74, Exhibit 04).
 4. The Compensation/Claims Unit will include all available incident information pertaining to the claim in the claims package (e.g., investigation reports, photographs, witness statements).
 5. Tort claim documentation can be filed in the Incident Claims Case File Envelope (Section 74, Exhibit 05). An additional copy will be retained in the Incident Finance Package (See Chapter 40, Section 45, Exhibit 04). Distribute claims documents in accordance with incident agency procedures.

72.3 – Non-Tort Claims. Non-tort claims are covered under the Non-Tort Act (Section 70.01--3). Procedures for filing and processing non-tort claims are the same as for tort claims, (See Section 72.2). Incident agency policies should provide direction relative to the payment for immediate improvements to damaged private land outside of the Non-Tort Act. For example, repairing a wire fence around a water development.

72.4 – Employee Claims. Employee claims from regular federal government employees and federal casualties are covered under the Military Personnel and Civilian Employees Claims Act (See Section 70.01--4). Claims from state employees and state casualties 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. (See employee claims checklist in Tool Kit Section.)

The incident may not approve reimbursement or replacement of personal property.

72.4-1 - Information to be Provided to the Claimant.

1. Employee claims should be filed on the Employee Claim for Loss or Damage to Personal Property, AD-382 for USDA personnel, DI-570 for USDI personnel (Section 74, Exhibits 02 and 03), and appropriate state form for state personnel. Most states accept federal forms to initially report the claim.

The claim should include:

- A. Claimant's name and home address.
 - B. Claimant's home unit address.
 - C. List of specific items claimed.
 - D. Specific amount claimed for each item, and total amount claimed.
 - E. Date (month/year) item was originally acquired.
 - F. Purchase price or value when acquired.
 - G. Current repair or replacement cost.
 - H. Statement as to whether lost property was insured, whether claimant filed a claim with insurer, the disposition of that claim, or whether claimant will file a claim with insurer.
2. The claimant must provide the following to support the written claim:
- Documentation of the value of the claim. This may include:
- (1) Original purchase receipts.
 - (2) Receipt for repair or replacement.
 - (3) Two repair estimates if the item has not been repaired.
 - (4) Copies of catalog descriptions or advertisements of the same or like item(s).
 - (5) Written statements to support the claim. Claimant's statement should address whether the possession of property was necessary to the performance of duty. Include statements from individuals with knowledge of the loss or damage, or at a minimum, a statement from someone who can verify the claimant's possession of the property.
3. Claims need not be completed at the incident. Claimants may choose to file the claim at their home unit. Claimants are responsible for obtaining witness and supervisor statements prior to leaving the incident.

72.4-2 – Incident Procedures.

1. Incident personnel will, upon receipt/notification of an employee claim:
 - A. Record the date the claim was received and initial or sign in the margin of the claim form. This is the only information to be entered by incident personnel. Incident personnel may not complete any information for the claimant.
 - B. Immediately inform the Finance/Administration Section (e.g., Compensation/Claims Unit Leader) of the claim.
2. The Compensation/Claims Unit will initiate an investigation as appropriate and document the claim on the Incident Claims and Accident Log (Section 74, Exhibit 04).
3. The Compensation/Claims Unit will contact the claimant's supervisor and request a statement. The statement should include the supervisor's name, incident assignment, agency and home unit address and telephone number(s), and signature.

The statement should address:

- A. Description of the circumstances or event that resulted in the claim.
 - B. Whether the property claimed was reasonable, useful, or proper under the circumstances.
 - C. Any objections to the allowance of the claim.
 - D. Any information relative to the validity of the claim.
4. The Compensation/Claims Unit will include any incident information pertaining to the claim (e.g., investigation reports, photographs, witness statements) in the claims package.
 5. Employee claim documentation can be filed in the Incident Claims Case File Envelope (Section 74, Exhibit 05). A copy of all claim documentation will be attached to the claimant's Emergency Firefighter Time Report, OF-288. An additional copy will be retained in the Incident Finance Package (See Chapter 40, Section 45, Exhibit 04). Distribution of claims documents will be in accordance with incident agency procedures.

72.5 – Government Claims. A claim for the government (e.g., a private vehicle damaging a government vehicle) must include documentation to support the claim.

Processing should be done in accordance with incident agency procedures and policy. Law enforcement personnel should immediately be notified of incidents, which may result in a claim for the government.

72.6 – Government Property Damage. See Chapter 30, Property Management for loss/damage documentation, replacement or repair procedures.

73 – CLAIMS PROCESSING.

The Incident Management Team will submit all original claims documentation to the incident agency. The incident agency will review for accuracy and completeness and will forward to the appropriate adjudicating official. This includes forwarding employee claims to the employee's home unit, if different than incident agency. Agencies may have specific documentation, processing procedures and/or reimbursement limitations.

74 – EXHIBITS.

74 - Exhibit 01

CLAIM FOR DAMAGE, INJURY, OR DEATH, SF-95

CLAIM FOR DAMAGE, INJURY, OR DEATH		INSTRUCTIONS: 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 EXPIRES 4-30-88	
1. Submit To Appropriate Federal Agency: U.S. Forest Service Fiscal and Accounting Management 324 25th Street Ogden, Utah 84401			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 (Separate or Route 6 Box 10 jointly, include Denio, Nevada 89855 all parties if joint.)		
3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input checked="" type="checkbox"/> CIVILIAN	4. DATE OF BIRTH 2/20/50	5. MARITAL STATUS Married	6. DATE AND DAY OF ACCIDENT 7/28/XX	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 1965 John Deere 450C 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 FS officials 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.					
9. PROPERTY DAMAGE					
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 poles completely burned and a 1965 John Deere Tractor completely destroyed. See attached supporting documentation for repair or fair market value of items.					
10. PERSONAL INJURY/WRONGFUL DEATH					
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.					
11. WITNESSES					
NAME		ADDRESS (Number, street, city, State, and Zip Code)			
Jane Doe		Route 6 Box 10, Denio, NV 89855			
Tom Smith		Box 998, Denio, NV 89855			
12. (See instructions on reverse) AMOUNT OF CLAIM (In dollars)					
12a. PROPERTY DAMAGE Fence - \$5,000 Tractor \$10,000	12b. PERSONAL INJURY	12c. WRONGFUL DEATH	12d. TOTAL (Failure to specify may cause forfeiture of your rights.) \$15,000		
I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE ACCIDENT 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.) <i>[Signature]</i> (By all claimants and insurance company if applicable)			13b. Phone number of signatory 702/781-0987	14. DATE OF CLAIM 7/30/XX	
CIVIL PENALTY FOR PRESENTING 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 31 U.S.C. 3729.)			CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS Fine of not more than \$10,000 or imprisonment for not more than 5 years or both. (See 18 U.S.C. 287, 1001.)		

74 – Exhibit 01 – Continued

CLAIM FOR DAMAGE, INJURY, OR DEATH, SF-95

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. <i>Authority:</i> 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. <i>Principal Purpose:</i> The information requested is to be used in evaluating claims.</p> <p>C. <i>Routine Use:</i> See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.</p> <p>D. <i>Effect of Failure to Respond:</i> Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid".</p>
INSTRUCTIONS	
<p>Complete all items - Insert the word NONE where applicable</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 DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.</p>	
<p>Any instructions or information necessary in the preparation of your claim will be furnished, upon request, by the office indicated in item #1 on the reverse side. 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 supplemental regulations also. 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 said 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 claim for both personal injury and property damage, claim for both must be shown in item 12 of this form.</p> <p>The amount claimed should be substantiated by competent evidence as follows: (a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.</p>	<p>(b) In support of claims for damage to property which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.</p> <p>(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.</p> <p>(d) Failure to completely execute this form or to supply the requested material within two years from the date the allegations accrued may render your claim "invalid". A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.</p> <p>Failure to specify a sum certain will result in invalid presentation of your claim and may result in forfeiture of your rights.</p>
INSURANCE COVERAGE	
<p>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.</p>	
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	
State Farm Policy #12X54342 425 Main Reno, NV	
16. Have you filed claim on your insurance carrier in this instance, and if so, is it full coverage or deductible?	17. If deductible, state amount
Yes - items not covered under policy	\$500
18. If claim has been filed with your carrier, what action has your insurer taken or proposes to take with reference to your claim? (If necessary that you ascertain these facts)	
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.	

74 - Exhibit 02

EMPLOYEE CLAIM FOR LOSS OR DAMAGE TO PERSONAL PROPERTY,
AD-382

U.S. DEPARTMENT OF AGRICULTURE

EMPLOYEE CLAIM FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

(PUBLIC LAW 90-350: 78 STAT. 767)

(Submit in Triplicate)

CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: Fine of not more than \$10,000 or imprisonment for not more than 5 years or both (See 62 Stat. 698, 749; 18 U.S.C. 287, 1001)

CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM: The claimant shall forfeit and pay to the United States the sum of \$2,000, plus double the amount of damages sustained by the United States. (See Revised Statutes Sec. 3490, 5438; 31 U.S.C. 231.)

NAME OF CLAIMANT JOHN SMITH	AGENCY WHERE EMPLOYED AND TITLE OF POSITION Forest Service Forestry Technician (GS, AD or What?)	LOCATION (City) Challis, Idaho		
ADDRESS OF CLAIMANT (Include ZIP Code) P. O. Box 492 Challis, Idaho 83226	LOCATION WHERE LOSS OR DAMAGE OCCURRED Mink Creek Incident Base Camp	DATE OF LOSS OR DAMAGE 7/28/XX		
		AMOUNT OF CLAIM \$185.00		
DESCRIPTION OF PROPERTY (Itemized Listing)	DATE ACQUIRED	PURCHASE PRICE OR VALUE	VALUE WHEN LOST OR DAMAGED	ESTIMATED COST OF REPAIR
Sleeping Bag	12/25/XX	\$50.00	\$60.00	
2 Pair Jeans	6/1/XX	\$40.00	\$50.00	
2 Shirts (Fannel)	9/15/XX	\$20.00	\$25.00	
Radio (Small portable, G.E., AM, FM)	12/25/XX	\$30.00	\$50.00	
(Receipts not required for claims of under \$500, unless for eyeglasses, contacts, dentures, or similar type items.)				

Attach supplemental sheet, if necessary.

CLAIM IS FOR LOSS DAMAGE GIVE BRIEF STATEMENT OF CIRCUMSTANCES:
(Check one)

Items were stored in my personal tent and stolen while I was working the night shift from 1800 7/28 to 0600 7/29.

(Provide as much information as possible.)

WAS PROPERTY INSURED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF ANSWER IS "YES" GIVE NAME OF INSURER AND ITEMIZE THE AMOUNT COLLECTED. All except for \$50 deductible
--	---

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 7/29/XX	IF CLAIMANT IS NOT OWNER OF PROPERTY, STATE RELATIONSHIP TO OWNER (Can only be someone listed in the statute.)	SIGNATURE OF CLAIMANT John Smith (Must be signed)
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74 – Exhibit 03

EMPLOYEE CLAIM FOR LOSS OR DAMAGE OF PERSONAL PROPERTY, DI-570

UNITED STATES
DEPARTMENT OF THE INTERIOR

EMPLOYEE CLAIM
FOR LOSS OR DAMAGE TO PERSONAL PROPERTY
(P.L. 88-558)

INSTRUCTIONS: Submit in triplicate. Please type

Name of Claimant Tom Plank			Address of Claimant 1900 Homestead Road Fairbanks, AK 99701	
Bureau or Office BLM	City P.O. Box 35005 Ft. Wainwright, AK 99703	Telephone no. (907) 356-5600		
Location of loss or damage Big Lake Incident			Date of loss or damage 06/14/XX	Total amount of claim \$333.00

DESCRIPTION OF PROPERTY (Attach supplemental sheet, if necessary)

Itemized Listing	Date Acquired	Purchase Price or Value	Value When Lost	Estimated Repair Cost
Helly-Hansen Rain Gear	5/1/XX	\$125.00	\$125.00	N/A
Wool Sweater (LL Bean)	4/20/XX	\$60.00	\$60.00	N/A
Bean Boots, 24"	7/1/XX	\$95.00	\$95.00	N/A
2 pair wool socks	5/1/XX	\$20.00	\$20.00	N/A
1 T-Shirt, long sleeve	6/1/XX	\$18.00	\$18.00	N/A
1 wool cap	3/10/XX	\$15.00	\$15.00	N/A

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

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

Was property insured? Yes No (If "Yes", give name of insurer and itemize amount collected)

CRIMINAL PENALTY FOR PRESENTING A FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS: Fine of not more than \$10,000 or imprisonment for not more than 5 years, or both (See 62 Stat. 698, 749; 18 U.S.C. 287, 1001).

CIVIL PENALTY FOR PRESENTING A FRAUDULENT CLAIM: The claimant shall forfeit and pay to the United States the sum of \$2,000, plus double the amount of damages sustained by the United States (See R.S. Sec. 3490, 5438; 31 U.S.C. 231).

I make this claim with full knowledge of the penalties for willfully making a false claim, and certify that I am entitled to any payments.

Date 6/20/XX	If claimant is not owner, state relationship	Signature of Claimant <i>/s/ Tom Plank</i>
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74 - Exhibit 04

INCIDENT CLAIMS AND ACCIDENT LOG

SAMPLE INCIDENT CLAIMS AND ACCIDENT LOG

INCIDENT CLAIMS AND ACCIDENT LOG

INCIDENT NAME	INCIDENT NO.	CLAIMS SPECIALIST NAME	HOME UNIT ADDRESS	HOME UNIT PHONE
Mink CK	NV-TOF-1637	Polly Larsen	1248 1/2 Street Baffle CO	303/634-1596
DATE/ NO.	CLAIMANT/ INCIDENT UNIT	HOME ADDRESS	ITEM VALUE	DOCUMENTATION STATUS
7/30 1	JOHN DOE	Rt. 6 Box 10 Denio, NV 89855	120 lbs John Deer Tractor \$15,000	-57.95 Received -Investigation in progress
7/30 2	Eael Kingston SRV#12	172 Long Dr. NV555A, OR 97715	Stolen Sleeping Bag \$110	-AD 382 filled -Report by security (Camp)

NSN

74 – Exhibit 05

INCIDENT CLAIMS CASE FILE ENVELOPE, OF-314

NAME OF CLAIMANT <i>Kingston, Earl</i>	DATE OF LOSS OR DAMAGE <i>7/30/XX</i>	INCIDENT/COMPLEX NAME <i>Mink Creek</i>	UNIT LOG NUMBER <i>2</i>
---	--	--	-----------------------------

CHECK LIST FOR CASE FILES

(Indicate Whether Completed)	YES (Date)	NO
Employee Claim for Loss or Damage to Personal Property (AD-382, DI-570) OR Claim for Damage, Injury, or Death (SF-95*)	<i>7/30/XX</i>	
Motor Vehicle Accidents: SF-91, SF-91A, AND SF-94; or DI-134		
Supervisors Statement		
Witness Statement (If Available)		
Investigation Report	<i>7/30/XX</i>	
Photographs Included	<i>7/30/XX</i>	
Support Documents Attached to Claim		
Police Report or Camp Security Report	<i>7/30/XX</i>	

*Alleged Government Negligence

Follow-up Needs/Comments: _____

SPV # *121*
(Crew, OH Section or Individual)

(Agency)
172 Long Drive
(Address)

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

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

Joe Super
(Supervisor Name)

(Agency)

(Address)

(City, State and Zip Code)

(Telephone No. with Area Code)

CLAIMS SPECIALIST/UNIT LEADER NAME <i>Billy Larson</i>	HOME UNIT TELEPHONE NUMBER WITH AREA CODE <i>(23) 454-7890</i>	FINANCE/ADMINISTRATION SECTION CHIEF INITIALS <i>[Signature]</i>
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INCIDENT CLAIMS CASE FILE ENVELOPE

OPTIONAL FORM 314 (Rev. 4-2000)

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

CHAPTER 80 – COST ACCOUNTING AND REPORTING

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CHAPTER 80 – COST ACCOUNTING AND REPORTING

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Exhibit 03	Sample Cost Share Agreement

CHAPTER 80 – COST ACCOUNTING AND REPORTING

This chapter governs the development, distribution, and use of incident cost estimates. It also provides guidelines for implementing cost analysis procedures to monitor incident cost-containment.

80.04 – Responsibilities.

1. Agency Administrator is responsible for:
 - A. Establishing cost objectives and actively participating in cost monitoring procedures.
 - B. Providing financial oversight and review of incident generated cost data in accordance with the Delegation of Authority and the Wildland Fire Situation Analysis (WFSA).
 - C. Establishing cost share agreements and determining the cost share period as appropriate.
2. Incident Commander is responsible for:
 - A. Managing the incident by the most practical and economical means consistent with the resource values threatened.
 - B. Providing review and documentation of incident costs per incident agency requirements.
 - C. Documenting cost containment actions implemented by the IMT and submitting to Agency Administrator for review and comment.
3. Administrative Representative is responsible for:
 - A. Informing or advising incident personnel of obligation requirements and establishing procedures for notifying other units of their applicable incident costs.
 - B. Ensuring validation of incident cost share agreements with master cooperative agreement and agency policy.
4. Incident Business Advisor is responsible for:
 - A. Providing advice to the Agency Administrator if there is a need for cost apportionment personnel or additional cost analysis beyond what the Incident Management Team (IMT) is providing.

- B. Reviewing and/or assisting in the development of cost share agreements.
 - C. Communicating the Agency Administrator's concerns for cost tracking and containment requirements to the IMT.
 - D. Providing incident agency-specific cost information to the Finance/Administration Section Chief.
5. Finance/Administration Section Chief is responsible for:
- A. Submitting cost data to incident agency for inclusion in obligation reports, as required.
 - B. Furnishing updated cost data on a daily basis to the Planning Section for inclusion in the Incident Status Summary, ICS 209.
 - C. Providing resource cost information to the IMT that can be utilized to manage resources, implement cost-containment measures, and develop costs for strategic alternatives.
 - D. Ensuring cost share agreements are developed and costs are tracked appropriately.
 - E. Preparing and validating cost share information.
6. Cost Unit Leader is responsible for:
- A. Developing incident component cost estimates in the absence of a geographic area supplement.
 - B. Developing current and projected incident costs.
 - C. Analyzing incident resource cost information, including the evaluation and tracking of inefficient and uneconomical operations.
 - D. Providing information to the IMT and incident agency as requested (e.g., management information reports).
7. Incident Management Team is responsible for:
- A. Providing cost information on a daily basis to the Cost Unit Leader in the manner requested.
 - B. Identifying areas of incident management activities where cost-containment measures can be improved and for providing input to the IC.

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

1. Agency-Specific Costs. Costs incurred by an agency that address the sole concern of only that agency or are not incurred with mutual benefit. Agency-specific costs are not shared.
2. Billable/Reimbursable Costs. Those agency costs that are billable and/or reimbursable as defined by the master or individual cost share agreement.
3. Unified Ordering Point (UOP). Single location through which all incident resource orders are processed.

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

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

1. Personnel costs include crews, overhead and other personnel assigned to the incident.
2. Equipment costs include equipment under Emergency Equipment Rental Agreements, contracts, cooperators, agency equipment, etc.
3. Aircraft costs include fixed wing, rotor wing, and retardant.
4. Support Costs.
 - A. On-incident support costs include catering unit, mobile commissary unit, shower units, cache supplies and materials, etc.
 - B. Off-incident support costs include Expanded Dispatch, Buying Teams, Administrative Payment Teams, cache personnel, Area Command, transportation to/from incident, etc. These costs are difficult to estimate.

The following chart provides examples of where incident-related costs could be obtained.

<u>HOME UNIT</u>	<u>NIFC</u>	<u>INCIDENT</u>	<u>DISPATCH</u>
Unit Employees	National	Casuals	Air Transport- <u>1/</u>
Airtankers	Contracts	Service/Supplies	Buses <u>1/</u>
Helicopters	(Catering)	Cost-Share Data	Fire Replace-
Lead Planes	(Showers)	Equipment Rental	ment <u>2/</u>
Job Corps	(Commissary)	National Guard	
	(Engine)		

<u>HOME UNIT</u>	<u>NIFC</u>	<u>INCIDENT</u>	<u>DISPATCH</u>
	(Crew)		
Unit Equipment	Air Transport <u>1/</u>	Other Agencies	
Fire Replace- Ment <u>2/</u>	Buses <u>1/</u> Fire Replace- Ment <u>2/</u> Retardant Airtankers	Unit Equipment Fire Replacement <u>2/</u> Dispatch/Etc. <u>3/</u>	

1/ Include transportation costs (interstate and so forth).

2/ Report costs of supplies and materials furnished to incident and not returned, including expanded cache operations in support of incident.

3/ Include support costs, such as expanded dispatch, demobilization organization, transportation costs for personnel, and supplies when managed from remote location.

81.2 – Standard Component Costs. Standard component costs are developed on an annual basis by geographic areas or agencies (See Section 88, Exhibit 01). As component costs are developed, supplements may be issued to this handbook. Component costs are measured on a daily, hourly, mileage or other dollar value (per unit) basis.

81.3 – Actual Costs. Actual costs may be used when available.

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

81.5 – Composite Costs. Composite costing combines methods and categories and is the most efficient, accurate method to determine incident costs.

82 – COST METHODS

82.1 – Initial Estimation. Initial estimation is generally used during the early stages of the incident to provide a preliminary estimate for reporting purposes. The initial estimate is usually calculated on a per unit basis (e.g., number of acres, number of personnel, number of days). The Cost Unit Leader should revise the total incident cost once all data is available.

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

83 – TRACKING AND REPORTING METHODS. The following contains information on developing and reporting incident costs.

Regardless of the method used, cost information should be provided to the IMT and incident agency in a clear, concise format, such as: summary sheets that list daily costs by category; graphical displays (such as bar or pie charts); and/or detail sheets showing the individual resource costs. (See Appendix, Tool Kit, for sample of Cost Log.)

83.1 – Automated Cost Systems. There are several automated methods of tracking and reporting costs. The method used will be dependent on incident size, complexity, projected length, as well as skills and technology available on the incident. Following are two automated systems in existence as of the date of this amendment.

1. Incident Cost Accounting and Reporting System (ICARS). This computerized application uses database software to track resources on an operational period basis. ICARS requires creation of a database with an entry for each resource for each day assigned to the incident. Due to the time involved inputting data to build the incident database, ICARS is recommended for incidents lasting longer than three days.

ICARS can be used in an abbreviated form. Instead of tracking all resources individually, resources may be grouped (e.g., 15 engines, 20 handcrews, 200 overhead personnel). This makes the building of the database much quicker but provides less detailed data for analysis. Typically, certain resources like overhead personnel are always grouped because the benefits of individually tracking are outweighed by the time required to do so.

ICARS can generate a variety of reporting tools to display costs (e.g., spreadsheets, bars, graphs).

Technical specialists (cost specialist) with specific ICARS training can be resource ordered.

Once the database has been built, ICARS has the ability to automatically post the same data for the succeeding day(s) by entering a demobilization date. Projected costs are easily developed.

2. INCINET is a computer-based system designed to track incident resources. INCINET information is entered into a multi-purpose database, which may be utilized by multiple incident Section personnel (e.g., Check-in Status Recorder, Planning Section, Finance/Administration Section).

A cost module is applied to the multi-purpose database to estimate costs.

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

83.3 – Manual Accounting. This involves using standard costs and quantities of resources. These resources can then be tracked on a daily basis in a format as displayed in Section 88, Exhibit 01.

83.4 – Incident Status Summary, ICS 209. The Planning Section reports the incident status to the incident agency per operational period, using the Incident Status Summary, ICS 209. The Finance/Administration Section provides an estimate of costs to date, and an estimate of total anticipated costs for these reports to the Planning Section.

83.5 – Agency Obligation Reports. Incident Agencies may have specific incident cost reporting and/or obligation requirements. The Administrative Representative establishes the reporting requirements and communicates them to the IMT.

84 – COST ANALYSIS.

Incident cost documentation and analysis are important management tools. It is the responsibility of all incident personnel to have knowledge of and be able to perform their job in the most cost efficient manner possible. All command and general staff IMT members should continually evaluate their section's operations to identify and implement cost savings.

Section 88, Exhibit 02 provides some guidelines for the IMT to use to implement cost-containment measures on an incident. The exhibit includes recommendations on cost assessment procedures, identifies problem cost areas and identifies factors that are generally not cost-effective.

85 – COST PROJECTION. Cost projections are developed for both strategic and obligation purposes. These projections can be for a single strategic alternative or multiple alternatives, and should take into account current resources, alternative strategies, and standard costs.

Single alternative projections are done by identifying all current resources, applying a projected strategy to reduce the number of resources over the following days (e.g., 5 crews demobilized on day 5, 10 crews demobilized the next day), and applying the standard cost for all resources.

Cost projections are most often done to estimate costs of alternative operations for the Wildland Fire Situation Analysis (WFSA); to project costs through the estimated incident duration; and meet incident agency obligation requirements.

86 – COST SHARE AGREEMENTS. The information presented in this section is intended to supplement established agency master agreements. The terms of master agreements take precedence over this handbook. A sample cost share agreement can be found in this chapter, Exhibit 03.

A cost share agreement documents the financial responsibility for incident resource costs. It may also identify requirements of other party payments. It should be prepared for multi-jurisdiction incidents where a decision has been made to share resource costs.

Master agreements between agencies should address the need for incident-specific agreements and identify agency-specific requirements, including format and required signatures.

Jurisdictional agency representatives sign the cost share agreement. This responsibility may be delegated to the Incident Commander(s) per the master agreement.

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

Incident complexity changes frequently and may affect the terms of the cost share agreement. Therefore, the final agreement should not be signed until all terms have been finalized, including cost share period and how costs will be shared. Each Agency Administrator and the Incident Commander(s) should receive a copy of the final agreement.

Cost share agreements should identify the following:

1. Costs to be shared.
2. Costs to be borne by each agency (not shared).
3. Method by which costs will be shared.
4. Cost share period. Jurisdictional agencies may want to implement a method to track costs that occur outside of the cost share period, (e.g., assign resources new incident order numbers and establish new agency-specific accounting codes).

Cost share agreements must easily be understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process.

86.1 – Cost Shared Items. The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

1. Aircraft Costs. Aircraft (fixed and rotor wing) and associated retardant costs.
2. Equipment Costs. Emergency equipment used to support the incident.
3. Incident Cache Costs. Cache costs may include refurbish, replacement, resupply, and labor costs.

4. Incident Rehabilitation Costs. Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing (e.g., minor fence repair, dozer line, erosion control).
5. Initial Attack Resource Costs. Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, agreement provisions for initial attack assistance at no cost do not apply.
6. Off-Incident Support Sites. Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are not ordered by a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident Agencies may establish separate cost share agreements for these items.
7. On-Incident Support Costs. Costs incurred for services supplied within the incident, (e.g., shower units, catering units, commissary units, cache supplies and materials).
8. Personnel Costs. Costs of assigned incident personnel including the IMT, crews, casuals, etc.
9. Transportation Costs. Costs associated with movement of resources to and from an incident.

86.2 – Non-Cost Shared Items. The following lists items that are typically not cost shared:

1. Accountable Property. Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
2. Administrative Overhead Costs. Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.
3. Administrative Surcharge. A pre-established percentage applied by an agency to the settlement billing on the net amount owed per master agreement
4. Claims Costs. Responsibility for claims or extraordinary settlement costs should be addressed through a separate agreement between agencies.
5. Move Up and Cover Costs. Includes the cost of “backfilling” agency personnel to meet agency-specific staffing requirements.

6. Post Incident Rehabilitation Costs. Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.

7. Waste, Fraud, and Abuse Costs. Costs resulting from waste, fraud, or abuse.

86.3 – Final Cost Determination. Costs can be determined by using incident generated data, which will include actual and estimated costs or costs may be finalized using actual agency costs from financial records.

86.4 – Transfer of Responsibility Procedures. When IMTs are rotated, the departing team must brief their counterparts on all cost sharing agreements and documentation to date. If there is a change in the Agency Administrators or representatives, they must have clear understanding of all the decisions and agreements used to develop the final cost-share percentages and conditions of the final agreement.

87 – COST SHARE METHODS. Following are four methods of cost share for multi-jurisdictional incidents. All methods require a signed agreement. The agreement shown in Section 88, Exhibit 03, demonstrates the cost apportionment process.

87.1 – Initial Attack Agreement. During initial attack, resources are dispatched per pre-season agreements or an established operating plan, to a multi-jurisdictional fire.

If the incident is controlled with initial attack resources, Agency Administrators may agree to cost share some or all resource costs (e.g., dozers or crews working on both areas of responsibility) regardless of which agency dispatched the resources.

87.2 – You Order You Pay (YOYP). Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident. YOYP procedures are as follows:

1. A unified ordering point is required and agencies agree to who will order which resources.
2. On-incident support costs may be split by the percentage of agency requested resources.
3. Off-incident support costs are paid for by the ordering unit.

87.3 – Acres Burned. Costs are shared based on the acreage percentage of the fire within an agency's protection area. This method is used when agencies' responsibilities, objectives, and suppression costs are similar.

87.4 – Cost Apportionment. The cost apportionment process is a more complex system for identifying agency cost share where Incident Agencies agree to share costs.

1. The apportionment method is used to share final incident costs based upon the usage of resources per operational period.
2. Costs are documented and approved by the IC(s) or other designated incident agency personnel on a daily basis.
3. Direct costs, (e.g., helicopters, crews, airtankers, retardant) are shared based upon assignment in the Incident Action Plan or actual use. Support costs (e.g., overhead team, caterer) are shared proportionally to the direct costs. Agency-specific costs are not shared.

Some geographic areas utilize Cost Apportionment Teams (CAT) to assist Incident Agencies in tracking and documenting incident costs. The CAT should be located at or in close proximity to the incident. The CAT Leader meets with the IC and other IMT members to discuss the apportionment process and documentation requirements. The Incident Commander reviews and validates by signature, the daily apportionment records.

The CAT may be assigned to the incident and report to the Cost Unit Leader or directly to the FSC, or be assigned to the incident agency and report to the Administrative Representative.

88 – EXHIBITS.

88 – Exhibit 01

STANDARD COMPONENT COSTS

Utilize current cost figures from geographic area supplements.

STANDARD COST COMPONENT					
RESOURCE DESCRIPTION	DAILY \$ COST			# OF UNITS	TOTAL COST
	HAZARD	NON-HZ	GUAR		
CREWS (20 PERSONS, 14 HOURS)					
FS HANDCREWS (Regulars)	XXXX	XXXX	XXXX	_____	_____
FS HOTSHOTS	XXXX	XXXX	XXXX	_____	_____
AD HANDCREWS	XXXX	XXXX	XXXX	_____	_____
STATE INMATE CREWS	XXXX	XXXX	XXXX	_____	_____
FS HELITACK CREW (7 Person)	XXXX	XXXX	XXX	_____	_____
TOTAL COST OF CREWS				\$	_____
OTHER PERSONNEL					
OVERHEAD (Line & Base Camp-14 Hrs)	XXX	XXX	XXX	_____	_____
CASUALS/PICKUP LABOR (12hr/day)				_____	_____
CAMP CREW (Crew of 10 @ 12 Hrs)	XXXXX	XXXX	XXX	_____	_____
DISPATCH (Expanded for incident)	XXXXX			_____	_____
NATIONAL GUARD (Per Person)				_____	_____
BUYING TEAM (6 members @ 12hr/day)	XXXXX	XXXX		_____	_____
ADO TEAM	XXXXX			_____	_____
TOTAL COST OF OTHER PERSONNEL				\$	_____
PERSONNEL SUPPORT COSTS*					
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)	XXXX	XXXX	_____		_____
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)	XX	XX	_____		_____
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)	XX	XX	_____		_____
SKIDDER (12 Hrs)	XXX	XXX	_____		_____
SUPPLIES FROM FIRE CACHE (\$XX/pers.day)	XX		_____		_____
TELEPHONE SERVICE			_____		_____
WELDER TRUCK WITH OPERATOR	XXX	XXX	_____		_____
OTHER			_____		_____
TOTAL PERSONNEL SUPPORT COSTS				\$	_____

88 – Exhibit 01 – Continued

STANDARD COMPONENT COSTS

RESOURCE DESCRIPTION	DAILY \$ COST			# OF UNITS	TOTAL COST
	HAZARD	NON-HZ	GUAR		
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	XXXX	XXXX	_____	_____
ENGINES CONT TYPE 2 (14 hrs)	XXXX	XXXX	XXXX	_____	_____
ENGINES CONT TYPE 3 (14 hrs)	XXXX	XXXX	XXXX	_____	_____
ENGINES CONT TYPE 4 (14 hrs)	XXXX	XXXX	XXXX	_____	_____
ENGINES CONT TYPE 5 (14 hrs)	XXXX	XXXX	XXXX	_____	_____
ENGINES CONT TYPE 6 (14 hrs)	XXXX	XXXX	XXXX	_____	_____
OTHER ENGINE CREW (Including engine)				_____	_____
DOZERS-CONTRACT (Avg 150-250 HP 12 hrs)	XXXX	XXXX	XXX	_____	_____
DOZERS-USFS W/OPER & TRANSPORT	XXXX	XXX	XXX	_____	_____
FALLER & SWAMPER (W/saw & trans)	XXXX	XXX	XXXXX	_____	_____
FALLER W/ SAW & TRANS (No Swamper)	XXXX	XXX	XXXXX	_____	_____
TRANSPORTS/LOWBOYS-CONTRACT (10 hrs)	XXXX	XXXX	XXX	_____	_____
WATER TENDER (Non-potable fed w/oper)	XXXX	XXXX	XXX	_____	_____
WATER TENDER (Non-potable-cont 14 hrs)	XXXX	XXXX	XXX	_____	_____
ATV's (4x4)	XXXX	XX	XX	_____	_____
HELICOPTERS*					
	Flight Rate	Daily	# OF	TOTAL	
	HOURLY	Availability	UNITS	COST	
Type 1 Sikorsky/AirCrane (\$XXXXX-XXXXX)	XXXX	XXXX	_____	_____	
TYPE 2 204/205++/205HP/212	XXXX	XXX	_____	_____	
TYPE 3 407/L-4/B-2/B-3	XXX	XXXX	_____	_____	
OTHER			_____	_____	
CALL WHEN NEEDED HELICOPTERS*					
TYPE 0 with FLIR	XXXXX		_____	_____	
TYPE 1 214 <700 GAL 16+ SEATS	XXXX	XXXXX	_____	_____	
TYPE 2 204/5/12 300-700 GAL 10-15 SEATS	XXXX	XXXX	_____	_____	
TYPE 3 500-D, 206 100-300 GAL 5-9 SEATS	XXX	XXXX	_____	_____	
			\$	_____	
FIXED WING AIRCRAFT*					
AIR TANKERS TYPE 1 DC-7, P-3	XXXX	XXXX	_____	_____	
AIR TANKERS TYPE 2, DC-4, SP-2H, P-2V	XXXX	XXXX	_____	_____	
AIR TANKERS TYPE 3, S-2		XXXX	_____	_____	
LEAD PLANE/RECON PLANE (Air Attack)	XXX		_____	_____	
RETARDANT*					
FOAM	XX/gal		_____	_____	
POWDER	XXX/T		_____	_____	
LIQUID	XX/G		_____	_____	
			\$	_____	

88 – Exhibit 02

COST-CONTAINMENT MEASURES

Following are actions the IMT should take to help ensure cost-containment requirements are in place:

Aircraft.

Track aircraft costs by individual resource to analyze use and cost benefit to incident.

Claims.

Ensure thorough investigation and documentation of actual and potential claims for and against the government.

Cooperative Agreements.

1. Ensure that copies of cooperative agreements are available, are understood by the IMT, and provisions are implemented.
2. Ensure that all participating agencies understand the basis of and responsibility for payment of personnel, equipment, materials, and supplies per established agreements.

Equipment.

1. List equipment by type, in priority by unit cost and usage (operational periods), and share results with appropriate functions.
2. Identify under-utilized equipment (for example, aircraft, lowboys, buses, and water tenders) and share results with appropriate functions.
3. Ensure that pre- and post-use equipment inspection forms are prepared for all equipment to reduce claims.
4. Ensure controls are established for fuel and oil issues to equipment at the incident base, on the line and at remote sites, to properly document invoice deductions.

Personnel.

1. Ensure that procedures are in place to track, document, and approve excessive hours.
2. Ensure that time posted is in agreement with scheduled operational periods.

88 – Exhibit 02 – Continued

COST-CONTAINMENT MEASURES

3. Identify crew and equipment drop off and pick up points to facilitate timely pick up and drop off of resources. This also facilitates retrieval of missing or misplaced items.

Property Management.

1. Utilize law enforcement personnel for incident base and property security.
2. Ensure that controls are in place for issuance and return of accountable and durable property (for example, tools, shirts, headlamps, hard hats, and radios).
3. Ensure that the receiving procedure is in effect throughout the duration of the incident, including demobilization.
4. Ensure that approval for purchase of accountable property is in accordance with incident agency policy.

Support.

Ensure adherence to national contract specifications and that tracking protocols are established (e.g., meal counting).

88 – Exhibit 03

SAMPLE COST SHARE AGREEMENT

COST SHARE AGREEMENT

between

USDA FOREST SERVICE

and

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Following is the cost share agreement between the above-mentioned agencies as it was negotiated for the following incident:

INCIDENT NAME: Eagle

INCIDENT NUMBERS BY AGENCY:

CDF - LMU 724 USDA-FS - P52414

INCIDENT START DATE AND TIME: July 7 at approximately 1400 hours

JURISDICTIONS: USDA, Forest Service
 California Department of Forestry and
 Fire Protection

INCIDENT CAUSE: Under investigation

COMMAND STRUCTURE: Unified command

UC Start date/time: July 9, 19XX at approximately 1800 hours

UC End date/time: July 12, 19XX at 1900 hours

COST-SHARE PERIOD: Start date/time: July 7, XXXX at approximately 1400 hours

 End date/time: July 12, XXXX at 1900 hours

IC: Robert J. Sheehy, CDF
 Charles Smay (liaison), USDA-FS

88 – Exhibit 03 – Continued

SAMPLE COST SHARE AGREEMENT

UNIFIED ORDERING POINT: Lassen Modoc Ranger Unit Headquarters

Agency Representatives participating in development of this cost share agreement:

USDA, Forest Service

California Department of Forestry

IC - Charles Smay
Finance Section Chief -
Marilyn Ramsey

Other - Ron Borda, AO, Stanislaus
William Anderson, AO, Plumas

IC - Robert Sheehy
Finance Section Chief –
Duane Fry

Other - Hal Lewis

This cost share agreement between Forest Service, USDA (USDA-FS), and State of California Department of Forestry and Fire Protection (CDF) was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA Forest 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 ICs' 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 joint ICs or their representatives.

88 – Exhibit 03 – Continued

SAMPLE COST SHARE AGREEMENT

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

10. Shared costs will be based on the unified ICs' mutual judgment and agreement as to threat 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 unified ICs 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. All costs involving Aires Helicopter accident on 7/8/XX are not to be considered within the intent of this agreement.

14. Within 180 days, 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.

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

	Ground Resources	Aircraft/Retardant
FEDERAL	<u>42%</u>	<u>23%</u>
CDF	<u>58%</u>	<u>77%</u>
Total	100%	100%

This agreement and the apportionment are our last judgments of agency cost responsibilities.

Forest Service, USDA

/s/ Charles W. Smay
Signature - IC

State of California, Department
of Forestry and Fire Protection

/s/ Robert J. Sheehy
Signature – IC

88 – Exhibit 03 – Continued

SAMPLE COST SHARE AGREEMENT

Mailing Address:
P.O. Drawer 369
Challenge, Ca 95925
Telephone: (916) 675-2462

Mailing Address:
Cal. Dept of Forestry and Fire
Hwy 36, Susanville, Ca. 96130
Telephone (916) 257-4171

Date of this finalized agreement: 7/13/XXXX

Contacts are:

Hal Lewis, CDF (707) 576-2275
Marilyn Ramsey, USDA-FS (916) 246-5460

INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK

CHAPTER 90 – ALL RISK INCIDENT MANAGEMENT

Contents

90.01	Authority
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90.04	Responsibilities
90.05	Definitions
91	General Information

CHAPTER 90 – ALL RISK INCIDENT MANAGEMENT

This chapter has been reserved for the inclusion of material pertaining to all risk assignments. Once complete, the chapter material will be available as an NWCG Interagency Incident Business Management Handbook amendment at www.nwcg.gov.

GLOSSARY

FORMS

The following is a listing of the forms referenced or included as exhibits in the handbook.

AD-382	Employee Claim for Loss or Damage to Personal Property
AD-112	Report of Unserviceable, Lost, Stolen, Damaged or Destroyed Property
CA-1	Report of Traumatic Injury and Claim for Continuation of Pay/Compensation
CA-2	Notice of Occupational Disease and Claim for Compensation
CA-16	Request for Examination and Treatment
CA-17	Duty Status Report
CA-20	Attending Physician's Report
CA-35a-g	Evidence Required in Support of a Claim for Occupational Disease
DI-103	Report of Survey
DI-570	Employee Claim for Loss or Damage to Personal Property
FS-6100-16	Agency Provided Medical Care Authorization and Medical Report
I-9	Employment Eligibility Verification
ICS-209	Incident Status Summary
ICS-259-9	Resource Order Form
OF-284	Commissary Accountability Record
OF-284A	National Mobile Commissary Services Payment Invoice
OF-284B	Contracted Commissary Issue Record
OF-286	Emergency Equipment Use Invoice
OF-287	Commissary Issue Record
OF-288	Emergency Firefighter Time Report
OF-294	Emergency Equipment Rental Agreement
OF-296	Vehicle/Heavy Equipment Inspection Checklist
OF-297	Emergency Equipment Shift Ticket
OF-304	Emergency Equipment Fuel and Oil Issue
OF-305	Emergency Equipment Rental-Use Envelope
OF-313	Incident Injury Case File Envelope
OF-314	Incident Claims Case File Envelope
OF-315	Incident Replacement Requisition
OF-316	Interagency Incident Waybill
PMS-934	Single Resource Casual Hire Information Form
PMS-935-1	Incident Behavior Form
PMS-935-2	Incident Behavior Form - Spanish
SF-91	Motor Vehicle Accident Report
SF-94	Statement of Witness
SF-95	Claim for Damage, Injury, or Death
SF-261	Crew Time Report
W-4	Employee's Withholding Allowance Certificate
W-5	Earned Income Credit Advance Payment Certificate
W-7	IRS Individual Taxpayer Identification Number

ACRONYMS

AD	Administratively Determined (rates in the Pay Plan for Emergency Workers)
APMC	Agency Provided Medical Care
APT	Administrative Payment Team
BAER	Burned Area Emergency Rehabilitation (Team)
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CA forms	Compensation Act forms (CA-1, CA-2, CA-16, etc.)
CAT	Cost Apportionment Team
CFR	Code of Federal Regulations
CLMS	Claims Specialist
CMSY	Commissary Manager
CO	Contracting Officer
COMP	Compensation/Claims Unit Leader
COP	Continuation of Pay
COR	Contracting Officer's Representative
COST	Cost Unit Leader
COTR	Contracting Officer's Technical Representative
C #	Crew Resource Request Number
CTR	Crew Time Report
DOD	Department of Defense
DOI	The Department of Interior
E #	Equipment Resource Request Number
EERA	Emergency Equipment Rental Agreement
EQTR	Equipment Time Recorder
ESF	Emergency Support Function
FECA	Federal Employees Compensation Act
FEMA	Federal Emergency Management Agency
FLSA	Federal Labor Standards Act
FRP	Federal Response Plan
FS	Forest Service
FSC	Finance/Administration Section Chief
FWS	Fish and Wildlife Service
GS	General Schedule (Pay Plan)
IFP	Incident Finance Package
IMT	Incident Management Team
GSA	General Services Administration
IAP	Incident Action Plan
IBA	Incident Business Advisor
IC	Incident Commander
ICARS	Incident Cost Accounting and Reporting System
ICO	Incident Contracting Officer
ICS	Incident Command System
INCINET	Incident Network

INJR	Injury Compensation Specialist
JCC	Job Corp Center
LWOP	Leave Without Pay
M #	Medical Resource Order Number
MAFFS	Modular Airborne Fire Fighting System(s)
MRE	Meals Ready to Eat
NIFC	National Interagency Fire Center
NPS	National Park Service
NWCG	National Wildfire Coordinating Group
O #	Overhead Resource Request Number
OF	Optional Form
OGC	Office of General Council (USDA)
OPF	Official Personnel Folder
OSHA	Occupational Safety and Health Agency
OWCP	Office of Workers' Compensation Programs
PROC	Procurement Unit Leader
PTRC	Personnel Time Recorder
R&R	Rest and Recuperation
S #	Supply Resource Request Number
SCSEP	Senior Community Service Employment Program
SF	Standard Form
TIME	Time Unit Leader
UOP	Unified Ordering Point
USC	United States Code
USDA	United States Department of Agriculture
YCC	Youth Conservation Corp
YOYP	You Order You Pay
WG	Wage Grade (Pay Plan)
WL	Wage Leader
WS	Wage Supervisor

POSITION CODE LISTING

FUNCTION	POSITION CODE	TITLE
OPERATIONS	AAML	AGENCY AVIATION MILITARY LIAISON
OPERATIONS	ABRO	AIRCRAFT BASE RADIO OPERATOR
OPERATIONS	ACAC	AREA COMMAND AVIATION COOR.
FINANCE	ACCT	ACCOUNTING TECHNICIAN
COMMAND	ACDR	AREA COMMANDER
LOGISTICS	ACLS	ASST. AREA COMMANDER, LOGISTICS
COOR/SUPP	ACMR	ASSISTANT CACHE MANAGER
PLANS	ACPC	ASST. AREA COMMANDER, PLANS
COOR/SUPP	SERO	AERIAL OBSERVER
OPERATIONS	AFUL	AVIATION FUEL SPECIALIST
OPERATIONS	AFUS	AERIAL FUSEE OPERATOR
TECH SPEC	ANTH	ANTHROPOLOGIST
OPERATIONS	AOBD	AIR OPERATIONS BRANCH DIRECTOR
COOR/SUPP	APTA	ADMIN. PAYMENT TEAM LEADER
COOR/SUPP	APTM	ADMIN. PAYMENT TEAM MEMBER
TECH SPEC	AWSP	AIR QUALITY SPECIALIST
TECH SPEC	ARCH	ARCHEOLOGIST
COMMAND	AREP	AGENCY REPRESENTATIVE
OPERATIONS	ASGS	AIR SUPPORT GROUP SUPERVISOR
COOR/SUPP	ATBM	AIR TANKER BASE MANAGER
OPERATIONS	ATCO	AIR TANKER / FIXED WING COOR.
OPERATIONS	ATGS	AIR TACTICAL GROUP SUPERVISOR
OPERATIONS	ATIM	AIRCRAFT TIME KEEPER
LOGISTICS	ATVO	ATV OPERATOR
OPERATIONS	AVIN	AVIATION INSPECTOR
TECH SPEC	BAEL	BAER TEAM LEADER
LOGISTICS	BCMG	BASE/CAMP MANAGER
TECH SPEC	BIOL	BIOLOGIST
OPERATIONS	BNML	BATTALION MILITARY LIAISON
COOR/SUPP	BUYL	BUYING TEAM LEADER
COOR/SUPP	BUYM	BUYING TEAM MEMBER
LOGISTICS	CACB	CAMP CREW BOSS
COOR/SUPP	CAMP	CAMP HELP
COOR/SUPP	CASC	SUPPLY CLERK
TECH SPEC	CASR	CAVE SEARCH/RESCUE SPECIALIST
COOR/SUPP	CAST	SUPERVISOR SUPPLY CLERK
TECH SPEC	CCOO	COMPUTER COORDINATOR
COOR/SUPP	CDER	COMPUTER DATA ENTRY RECORDER
COOR/SUPP	CDSP	CACHE DEMOB SPECIALIST
TECH SPEC	CHSP	COMPUTER HARDWARE SPECIALIST
TECH SPEC	CLIR	CLIMBER

FUNCTION	POSITION CODE	TITLE
FINANCE	CLMS	CLAIMS SPECIALIST
TECH SPEC	CMGR	COMPUTER MANAGER
FINANCE	CMSY	COMMISSARY MANAGER
COOR/SUPP	COMC	COMMUNICATIONS COORDINATOR
LOGISTICS	COML	COMMUNICATIONS UNIT LEADER
FINANCE	COMP	COMP/CLAIMS UNIT LEADER
LOGISTICS	COMT	INCIDENT COMMUNICATIONS TECH.
FINANCE	CONO	CONTRACTING OFFICER
COOR/SUPP	COOK	COOK
COOR/SUPP	CORD	COORDINATOR, EXPANDED DISPATCH
FINANCE	COST	COST UNIT LEADER
COOR/SUPP	COTR	CONTRACTING OFFICER TECH. REP.
COOR/SUPP	CRCI	CREW LIAISON OFFICER
OPERATIONS	CREP	CREW REPRESENTATIVE
OPERATIONS	CRWB	CREW BOSS
COOR/SUPP	CS1M	CONTRACT SPECIALIST 1 MILLION
COOR/SUPP	CS25	CONTRACT SPECIALIST 25 THOUSAND
COOR/SUPP	CS50	CONTRACT SPECIALIST 50 THOUSAND
TECH SPEC	CTSP	COMPUTER TECHNICAL SPECIALIST
OPERATIONS	DECK	DECK COORDINATOR
OPERATIONS	DIVS	DIVISION/GROUP SUPERVISOR
PLANS	DMOB	DEMOBILIZATION UNIT LEADER
PLANS	DOCL	DOCUMENTATION UNIT LEADER
TECH SPEC	DOSP	NEPA DOCUMENTAION SPECIALIST
OPERATIONS	DOZ1	DOZER OPERATOR (INITIAL ATTACK)
OPERATIONS	DOZB	DOZER BOSS
COMMAND	DPIC	DEPUTY INCIDENT COMMANDER
PLANS	DPRO	DISPLAY PROCESSOR
COOR/SUPP	DPSP	DISASTER PREPARE/RELIEF SPECIALIST
COOR/SUPP	DRIB	BUS DRIVER
COOR/SUPP	DRIV	DRIVER/OPERATOR
COOR/SUPP	DRVP	DRIVER, PICKUP
COOR/SUPP	DRVS	DRIVER, STAKESIDE
TECH SPEC	ECOL	ECOLOGIST
COOR/SUPP	EDIS	EXPANDED DISP. INCIDENT SUPPORT ORG
COOR/SUPP	EDLC	EXPANDED DISPATCH LOGISTICS COOR.
COOR/SUPP	EDRC	DISPATCH RECORDER, EXPANDED DISP.
COOR/SUPP	EDSD	SUPPORT DISPATCHER, EXPANDED DISP.
COOR/SUPP	EDSP	SUPERVISOR DISPATCHER, EXP. DISP.
LOGISTICS	ELEC	ELECTRICIAN
LOGISTICS	EMBT	EMERGENCY MEDICAL TECH – BASIC
LOGISTICS	EMTI	EMERGENCY MED TECH - INTERMEDIATE

FUNCTION	POSITION CODE	TITLE
LOGISTICS	EMTP	EMERGENCY MED TECH - PARAMEDIC
OPERATIONS	ENGB	ENGINE BOSS
TECH SPEC	ENGI	ENGINEER
OPERATIONS	ENOP	ENGINE OPERATOR
TECH SPEC	ENSP	ENVIRONMENTAL SPECIALIST
LOGISTICS	EQPI	EQUIPMENT INSPECTOR
LOGISTICS	EQPM	EQUIPMENT MANAGER
FINANCE	EQTR	EQUIPMENT TIME RECORDER
LOGISTICS	FACL	FACILITIES UNIT LEADER
OPERATIONS	FALA	FALLER CLASS A
OPERATIONS	FALB	FALLER CLASS B
OPERATIONS	FALC	FALLER CLASS C
PLANS	FBAN	FIRE BEHAVIOR ANALYST
COOR/SUPP	FCMG	FIRE CACHE MANAGER
LOGISTICS	FDUL	FOOD UNIT LEADER
OPERATIONS	FELB	FELLING BOSS
PLANS	FEMO	FIRE EFFECTS MONITOR
OPERATIONS	FFT1	ADVANCED FF/SQUAD BOSS
OPERATIONS	FFT2	FIREFIGHTER
PLANS	FINV	FIRE INVESTIGATOR
OPERATIONS	FIRB	FIRING BOSS
OPERATIONS	FLEA	FIRELINE EXPLOSIVE ADVISOR
OPERATIONS	FLEB	FIRELINE EXPLOSIVE BLASTER
OPERATIONS	FLEC	FIRELINE EXPLOSIVE CREW
PLANS	FLIR	FLIR OPERATOR
TECH SPEC	FMNT	FACILITIES MAINTENANCE SPECIALIST
PLANS	FOBS	FIELD OBSERVER
TECH SPEC	FORS	FORESTER
COOR/SUPP	FOTO	PHOTOGRAPHER
PLANS	FRWS	FIRE RAWS TECHNICIAN
FINANCE	FSC1	FINANCE/ADMIN SECTION CHIEF – T1
FINANCE	FSC2	FINANCE/ADMIN SECTION CHIEF – T2
COOR/SUPP	FUEL	FUELING SPECIALIST
COMMAND	FUMA	FIRE USE MANAGER
OPERATIONS	FWBM	FIXED WING BASE MANAGER
OPERATIONS	FWCO	FIXED WING COORDINATOR
OPERATIONS	FWPT	FIXED WING PARKING TENDER
TECH SPEC	GEOL	GEOLOGIST
PLANS	GIST	GIS TECHNICAL SPECIALIST
COOR/SUPP	GMEC	GENERAL MECHANIC
PLANS	GPSP	GLOBAL POSITION SYSTEM SPECIALIST
LOGISTICS	GSUL	GROUND SUPPORT UNIT LEADER

FUNCTION	POSITION CODE	TITLE
TECH SPEC	HAZM	HAZARDOUS MATERIALS SPECIALIST
OPERATIONS	HCRW	HELITORCH CREW MEMBER
OPERATIONS	HCWN	HELICOPTER MANAGER
OPERATIONS	HEB1	HELIBASE MANAGER – T1
OPERATIONS	HEB2	HELIBASE MANAGER – T2
OPERATIONS	HECM	HELICOPTER CREW MEMBER
OPERATIONS	HECP	HELITACK CREW PERSON
OPERATIONS	HEHH	HELI HOVER HOOK-UP SPECIALIST
OPERATIONS	HEIN	HELICOPTERINSPECTOR
OPERATIONS	HELK	HELO LONGLINE/REMOTE HOOK
OPERATIONS	HEMG	HELICOPTER MANAGER
OPERATIONS	HEMM	HELITORCH MXMASTER
OPERATIONS	HERS	HELICOPTER RAPPEL SPOTTER
OPERATIONS	HESM	HELISPOT MANAGER
OPERATIONS	HESP	HELICOPTER OPERATIONS SPECIALIST
OPERATIONS	HEXT	HELICOPTER EXTERNAL LOADS
TECH SPEC	HIAR	HISTORICAL ARCHITECT
OPERATIONS	HLCO	HELICOPTER COORDINATOR
OPERATIONS	HLDS	HOLDING SPECIALIST
OPERATIONS	HPIL	HELICOPTER PILOT
OPERATIONS	HRAP	HELICOPTER RAPPELER
PLANS	HRSP	HUMAN RESOURCE SPECIALIST
OPERATIONS	HTMG	HELITORCH MANAGER
OPERATIONS	HTMM	HELITORCH MIXMASTER
OPERATIONS	HTPT	HELITORCH PARKING TENDER
TECH SPEC	HYDR	HYDROLOGIST
COOR/SUPP	IACR	INCIDENT AGENCY CONTRACT REP.
COOR/SUPP	IADP	INITIAL ATTACK DISPATCHER
COMMAND	IARR	INTERAGENCY RESOURCE REP.
COOR/SUPP	IBA1	INCIDENT BUSINESS ADVISOR – T1
COOR/SUPP	IBA2	INCIDENT BUSINESS ADVISOR – T2
COOR/SUPP	IBA3	INCIDENT BUSINESS ADVISOR – T3
COMMAND	ICT1	INCIDENT COMMANDER – T1
COMMAND	ICT2	INCIDENT COMMANDER – T2
COMMAND	ICT3	INCIDENT COMMANDER – T3
COMMAND	ICT4	INCIDENT COMMANDER – T4
COMMAND	ICT5	INCIDENT COMMANDER – T5
OPERATIONS	IHCA	ASSISTANT HOTSHOT SUPERINTENDENT
OPERATIONS	IHCS	HOTSHOT SUPERINTENDENT
PLANS	IMET	INCIDENT METEOROLOGIST
LOGISTICS	IMSA	INCIDENT MEDICAL ASSISTANT
LOGISTICS	IMSM	INCIDENT MEDICAL MANAGER

FUNCTION	POSITION CODE	TITLE
LOGISTICS	IMST	INCIDENT MEDICAL TECHNICIAN
LOGISTICS	INCM	INCIDENT COMMUNICATIONS CNTR. MGR.
TECH SPEC	INCS	INDIAN CULTURAL SPECIALIST
LOGISTICS	INDI	INCIDENT DISPATCHER
FINANCE	INJR	COMP FOR INJURY SPECIALIST
COMMAND	IOF1	INFORMATION OFFICER – T1
COMMAND	IOF2	INFORMATION OFFICER – T2
COMMAND	IOF3	INFORMATION OFFICER – T3
PLANS	IRDL	INFRARED DOWNLIK OPERATOR
PLANS	IRFS	INFRARED FIELD SPECIALIST
PLANS	IRIN	INFRARED INTERPRETER
COOR/SUPP	IRRC	INFRARED REGIONAL COORDINATOR
TECH SPEC	LEAS	LAW ENFORCEMENT ANALYST SPEC.
TECH SPEC	LEIS	LAW ENFORCEMENT INVEST. SPEC.
OPERATIONS	LOAD	LOADMASTER (BY SPECIALTY)
COMMAND	LOFR	LIAISON OFFICER
LOGISTICS	LSC1	LOGISTICS SECTION CHIEF – T1
LOGISTICS	LSC2	LOGISTICS SECTION CHIEF – T2
OPERATIONS	LSCT	LINE SCOUT
PLANS	LTAN	LONG TERM FIRE ANALYST
OPERATIONS	MAFC	MAFFS CLERK
OPERATIONS	MAFF	MAFFS LIAISON OFFICER
OPERATIONS	MAOC	MILITARY AIR OPERATINS COOR.
OPERATIONS	MCAD	MILITARY CREW ADVISOR
COOR/SUPP	MCCO	MAC GROUP COORDINATOR
COOR/SUPP	MCIF	MAC GROUP INFORMATION OFFICER
COOR/SUPP	MCIT	MAC GROUP INTELLIGENC
COOR/SUPP	MCOP	MILITARY LIAISON
LOGISTICS	MEDL	MEDICAL UNIT LEADER
OPERATIONS	MHEC	MILITARY HELICOPTER CREW MEMBER
OPERATIONS	MHEM	MILITARY HELICOPTER MANAGER
OPERATIONS	MHMS	MILITARY HELICOPTER MANAGER SUPV.
COOR/SUPP	MXMS	MIXMASTER
COOR/SUPP	NMAC	NATIONAL MAC REPRESENTATIVE
COOR/SUPP	OCSP	OIL CONTAINMENT SPECIALIST
OPERATIONS	OPBD	OPERATIONS BRANCH DIRECTOR
LOGISTICS	ORDM	ORDERING MANAGER
PLANS	ORPA	ORTHOPHOTO ANALYST
OPERATIONS	OSC1	OPERATIONS SECTION CHIEF – T1
OPERATIONS	OSC2	OPERATIONS SECTION CHIEF – T2
COOR/SUPP	PA05	PURCHASING AGENT – 5 THOUSAND
COOR/SUPP	PA10	PURCHASING AGENT – 10 THOUSAND

FUNCTION	POSITION CODE	TITLE
COOR/SUPP	PA25	PURCHASING AGENT – 25 THOUSAND
COOR/SUPP	PA50	PURCHASING AGENT – 50 THOUSAND
COOR/SUPP	PACK	PACKER
LOGISTICS	PARK	PARKING TENDER
PLANS	PBOP	PROBEYE OPERATOR
OPERATIONS	PCSP	PARACARGO SPECIALIST
OPERATIONS	PILO	PILOT (BY SPECIALTY)
OPERATIONS	PLDO	PLASTIC SPHERE DISPENSER OPERATOR
LOCAL HIRE	PMEC	PUMP MECHANIC
TECH SPEC	PREV	PREVENTION TECHNICIAN
FINANCE	PROC	PROCUREMENT UNIT LEADER
COOR/SUPP	PROS	PROCUREMENT SPECIALIST
PLANS	PSC1	PLANS SECTION CHIEF – T1
PLANS	PSC2	PLANS SECTION CHIEF – T2
OPERATIONS	PTIN	PILOT INSPECTOR
FINANCE	PTRC	PERSONNEL TIME RECORDER
COOR/SUPP	PUMP	PUMP OPERATOR
COOR/SUPP	PUSP	PUBLIC HEALTH SPECIALIST
LOGISTICS	RADO	RADIO OPERATOR
OPERATIONS	RAMP	RAMP MANAGER
OPERATIONS	RAVT	RADIO AVIONICS TECHNICIAN
TECH SPEC	RAWS	RAWS TECHNICIAN
LOGISTICS	RCDM	RECEIVING & DISTRIBUTION MANAGER
PLANS	RCRD	RECORDER
PLANS	READ	RESOURCE ADVISOR
LOGISTICS	RECY	RECYCLE/LAND MONITOR SPECIALIST
PLANS	RESC	RESOURCE CLERK
PLANS	RESE	REMOTE SENSING SPECIALIST
PLANS	RESL	RESOURCE UNIT LEADER
PLANS	RESP	REHABILITATION SPECIALIST
COOR/SUPP	RMAC	REGIONAL MAC REPRESENTATIVE
COMMAND	RXB1	PRESCRIBED FIRE BURN BOSS – T1
COMMAND	RXB2	PRESCRIBED FIRE BURN BOSS – T2
PLANS	RXFA	PRESCRIBED FIRE BEHAVIOR ANALYST
OPERATIONS	RXT1	IGNITION SPECIALIST – T1
OPERATIONS	RXT2	IGNITION SPECIALIST – T2
COMMAND	RXM1	PRESCRIBED FIRE MANAGER – T1
COMMAND	RXM2	PRESCRIBED FIRE MANAGER – T2
PLANS	SCKN	STATUS CHECK-IN RECORDER
LOGISTICS	SCRD	SECURITY GUARD
TECH SPEC	SCUB	SCUBA DIVER
LOGISTICS	SEC1	SECURITY SPECIALIST – LEVEL 1 (W/ GUN)

FUNCTION	POSITION CODE	TITLE
LOGISTICS	SEC2	SECURITY SPECIALIST – LEVEL 2
LOGISTICS	SECM	SECURITY MANAGER
OPERATIONS	SEMG	SINGLE ENGINE AIR TANKER MANAGER
PLANS	SITL	SITUATIONS UNIT LEADER
COOR/SUPP	SMEC	SMALL ENGINE MECHANIC
OPERATIONS	SMKJ	SMOKE JUMPER
COMMAND	SOF1	SAFETY OFFICER – T1
COMMAND	SOF2	SAFETY OFFICER – T2
COMMAND	SOF3	SAFETY OFFICER – T3
LOGISTICS	SPUL	SUPPLY UNIT LEADER
OPERATIONS	STAM	STAGING AREA MANAGER
OPERATIONS	STCR	STRIKE TEAM LEADER, CREW
OPERATIONS	STDZ	STRIKE TEAM LEADER, DOZER
OPERATIONS	STEN	STRIKE TEAM LEADER, ENGINE
OPERATIONS	STLM	STRIKE TEAM LEADER MILITARY
OPERATIONS	STPL	STRIKE TEAM LEADER TRACTOR PLOW
TECH SPEC	STPS	STRUCTURAL PROTECTION SPECIALIST
LOGISTICS	SUBD	SUPPORT BRANCH DIRECTOR
LOGISTICS	SVBD	SERVICE BRANCH DIRECTOR
LOGISTICS	TESP	TOOL & EQUIPMENT SPECIALIST
OPERATIONS	TFLD	TASK FORCE LEADER
TECH SPEC	THSP	TECHNICAL SPECIALST
FINANCE	TIME	TIME UNIT EADER
PLANS	TNSP	TRAINING SPECIALIST
OPERATIONS	TOLC	TAKE OFF & LAND COORDINATOR
COOR/SUPP	TOOL	TOOL ATTENDANT
OPERATIONS	TPL1	TRACTOR PLOW OPERATOR – INITIAL ATT
OPERATIONS	TRPB	TRACTOR PLOW BOSS
OPERATIONS	TRPS	TRACTOR PLOW OPERATOR W/ SUPV
OPERATIONS	TTOP	TERRA TORCH OPERATOR
TECH SPEC	VESP	VEGETATION SPECIALIST
TECH SPEC	VIDO	VIDEO CAMER OPERATOR
TECH SPEC	WEBM	INCIDENT WEBMASTER
COOR/SUPP	WHFL	WAREHOUSE FLOOR LEADER
COOR/SUPP	WHHR	MATERIALS HANDLER
COOR/SUPP	WHLR	MATERIALS HANDLER LEADER
COOR/SUPP	WHMG	WAREHOUSE MANAGER
COOR/SUPP	WHSE	WAREHOUSE PERSON
OPERATIONS	WHSP	WATER HANDLING SPECIALIST
PLANS	WOBS	WEATHER OBSERVER
LOCAL HIRE	WTOP	WATER TENDER OPERATOR
PLANS	XEDO	XEDAR OPERATOR

INTERAGENCY INCIDENT BUSINESS
MANAGEMENT HANDBOOK

APPENDIX – TOOL KIT

Contents

Check Log
Cost Log
Daily Shift Log – Crews
Daily Shift Log – Overhead
Determination & Finding
Equipment Hire Log
Equipment Use Log
Equipment Vendor Deduction Log
Excess Hours Log
Hazard/Environmental Pay Matrix
Incident Equipment Summary
Incident Business Operating Guidelines
Land Use Agreement Checklist
Land Use Agreement Form
Length of Assignment Extension Documentation
Purchase Card Log
Supply Log

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.

HAZARD/ENVIRONMENTAL PAY MATRIX

Activity	Entitlement To Hazard	Comments
Fighting uncontrolled fire	Yes	
Delivering supplies to fireline	No	
Delivering personnel to fireline	No	
IC/Operations 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

Entitlement applies to WG/WL/WS and GS personnel unless specified otherwise.

Refer to the Interagency Incident Business Management Handbook, Chapter 10, Sections 12.9 and 12.10 for detailed guidance on pay percentages and exposure time frames.

CFR – Code of Federal Regulations. See CFR 550.901 through 550.907 for hazard pay/environmental differential.

INCIDENT BUSINESS OPERATING GUIDELINES

OPERATING GUIDELINES

INCIDENT BUSINESS ADMINISTRATION

_____ (unit name)

Enclosed are Operating Guidelines for Incident Business Administration activities on the _____. These guidelines are provided to support Incident Management Team 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 or Agency Administrator prior to use of a different procedure or guideline.

Incident Business Advisor

Delegation of Authority. The Incident Agency's Administrative Officer/Manager or appropriate official (*name*, work phone (###)###-####; home phone (###)###-####) is the delegated Incident Business Advisor for the Incident Agency. During his/her absence, any of the following may be delegated Incident Business Advisor responsibilities, depending on their availability:

Name Position Work Phone # Home Phone #

An off-unit Incident Business Advisor may be called in to assist during periods of excessive fire activity.

Responsibilities.

The focus of the Incident Business Advisor is as a liaison between the Agency Administrator and Incident Management Team. She/he will make visits to any established incident command post, R&R facilities, staging areas, expanded dispatch, buying unit centers, and other incident support centers to facilitate communication and successful incident business practices. Technical specialists will accompany the Incident Business Advisor to assist in specific areas of concern. For example, the Budget and Finance Officer and/or Acquisition personnel would attend a visit concerned with equipment rental agreement payments.

The Incident Business Advisor will provide all incident support activities with telephone number(s) to ensure 24-hour service for any business management assistance.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

Organization and Communications

Names of the individuals responsible for counterpart activities on the incident are to be provided to the Incident Business Advisor for contact purposes.

As a minimum, the Finance/Administration Section Chief (FSC) and Incident Business Advisor will establish a set time for daily communications for information exchange and to report current progress of incident business management operations.

Note: It is recommended that the FSC contact the Incident Business Advisor after the Incident Management Team has been notified of release from the incident, to ensure all transitioned financial processes have been finalized, and to check on the status and condition of payments processed by the Finance Section. Follow-up will also be made following fire payments to provide information on fiscal, procurement, etc. insights.

The PUL should 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, as well as property tracking.

Procurement

Upon arrival on the _____(unit name), the Finance Section (Procurement Unit Leader) will be given an Incident Service and Supply Plan (if one has established). If available, an employee from the Acquisition staff will deliver the book, in person, to discuss information provided in the plan.

Included in the Service and Supply Plan are:

- Acquisition Organization
- Emergency Services (including Agency-Provided Medical Care information)
- Listing* of Emergency Equipment Rental Agreements (EERAS)
- Local interagency agreements and operating plans
- Forest Procurement Procedures
- Geographic Area Equipment Rates (Interagency Incident Business Management Handbook, Chapter 20)
- Order Forms

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

--Maps - geographical information

--Buying Unit Procedures

--Supply/Service Vendors (including Blanket Purchase Agreements)

*Copies of the individual emergency equipment rental agreements can be obtained from Acquisition after it is determined what agreements are being used on a specific incident.

Many of the normal restrictions on purchasing supplies and services apply when buying for incident operations. Some exceptions exist, such as commissary items and items in lieu of per diem necessary for operating an incident camp. Procurement personnel should consult with the Incident Business Advisor before purchasing items of questionable nature or questionable quantities.

Meal and Motel tickets will be used and must be signed by both the procurement official and the individual(s) issued to with all the restrictions applied.

Buying Unit Procedures

As a minimum, when an Incident Management Team is assigned to the _____ (unit name), a unit Buying Unit Team will be established.

The unit's Administrative Officer/Manager will determine when a Geographic Area Buying Team will be ordered to replace the unit's Buying Team. The unit's Buying Team members may be included in the organization of the Geographic Area Buying Team, depending on availability. When a Geographic Area Buying Unit is assigned, the operating procedures described in the National Interagency Buying Team Guide will be followed, along with any applicable Geographical Area supplements.

The Incident Business Advisor and/or appropriate official will consult with the Incident Management Team/expanded dispatch to decide when to release a Buying Team.

Buying Team Leader should visit the incident administrative sites and establish open lines of communication with the incident supply unit and the incident procurement unit leader. Establish a direct ordering system between the supply unit and the buying team to expedite procurement resource orders. On those incidents where a direct ordering system is not practical, orders should be processed through expanded dispatch. Items available through the national cache system should be ordered through established channels.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

Property Management

The Incident Agency unit expects the incident management team to place a high priority on property management. Included in this expectation is the need for the Finance Section to review property issuance (including gas/oil/wcf/other), sign out, and return procedures to ensure proper accountability. The buying team leader should assume responsibility for coordinating with the incident on property tracking. Buying teams are responsible for ensuring that accountable property which they have purchased is tracked and the information available to the incident unit for record keeping purposes.

During the demobilization process, Agency specific forms (e.g., Forest Service AD-112) will be processed when items are not returned to supply. These forms will always be signed by the employee's supervisors.

If property items are not returned by vendors assigned to the incident, a system will be incorporated to ensure the value of missing items is deducted from the payment invoices.

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

National Contract commissaries are established and available through the resource ordering process. Due to the need for efficiency and cost effectiveness, contract commissary operations should be used whenever available. Force account commissaries should be used only when contract commissaries are not available. The commissary process may also be used on a case-by-case basis if individuals need emergency replacement, such as prescriptions or required personal items.

The FSC is designated as the contract commissary Contracting Officer's Representative (COR). The FSC should establish a commissary operating plan with the contractor when the commissary arrives at the incident. The contractor should have a copy of the current contract for the FSC's use. If not, a copy of the contract should be obtained from the appropriate Contracting Officer (CO). Near the end of the commissary operations the FSC should complete the evaluation form in the contract and forward a copy of the evaluation to the appropriate CO for use in future contract award evaluations.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

The commissary contract lists mandatory items, optional times (which may be supplied at the discretion of the contractor), and prohibited items.

Additional items, such as tents and logo t-shirts, may be supplied with the approval of the FSC.

Force account commissary operations will supply items described in the Interagency Incident Business Management Handbook. Toiletries (toothpaste, shampoo, deodorant, etc.) will be sold in the force account commissary items; however, some personal hygiene items may be issued, free of charge, in the Medical Units.

Compensation for Injury and Agency-Provided Medical Care

The Incident Agency's individual to contact for compensation and medical treatment issues is (*person's name*), located at (*location*). Work telephone is (###) ###-####. All required copies of injury compensation forms will be forwarded to this contact, as soon as possible, for disposition. The Incident Management Teams Comp/Claims Unit Leader ensures all original documents are forwarded to the employee's home unit.

All medical services, agency-provided medical care agreements, physicians, burn center, forms, etc., are included in the Emergency Incident Acquisition Plan that will be given to all Finance Sections. If the plan is not readily available, contact the assigned Buying Unit or Incident Agency's Acquisition Section 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 Officer/Manager.

Following is a list of (*unit name*) computer personnel and their home telephone numbers. The Computer Specialist (*name*) should be contacted first.

<u>Name</u>	<u>Phone</u>	<u>Shift</u>
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INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

Payments

The Incident Business Advisor, and/or FSC, and Incident Agency's Budget/Fiscal Officer will advise the Agency Administrator or Administrative Officer/Manager of 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 unit cannot provide payment support. The APT should not be ordered if the Incident Agency can support the incident in processing payments to vendors in a timely manner utilizing regular payment procedures.

Prior to processing any payments, the APT will meet with the Incident Agency's Budget/Fiscal staff to ensure procedures are in place to avoid duplicate payments.

Depending on the length of the incident and size of vendor's operations, partial payments may be made on a case-by-case basis. All payment documents should be submitted as they are closed out for processing.

Incident Agency Payments

A representative from the Budget/Fiscal Section and Acquisition will visit all assigned Finance Sections to ensure accuracy of payment processes. If available, this employee may actually work in the Finance Section as time permits.

Invoices are to be forwarded to Budget/Fiscal or Acquisition, as soon as completed, to ensure timely payment to vendors and contractors. Invoices submitted at closeout of the incident are to be hand-delivered to the Budget/Fiscal Section by a Finance Section employee who will be able to discuss incomplete payments or those requiring additional clarification.

AD-5 Rates

AD-5 rates will be determined on the basis contained in the Interagency Incident Business Management Handbook and pre-established rates in the Geographic Area AD-5 supplement to Chapter 10.

Any deviations from these established rates will be rare, and Incident Commanders may be delegated the authority for establishing new rates. The Incident Business Advisor also has the authority.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

End of Pay Period Time & Attendance Reports

All assigned Finance Sections will contact the Incident Business Advisor to determine the most efficient and effective means for processing/communicating pay information 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*).

Other investigations (claims, motor vehicle accidents, etc.) will be done by law enforcement or finance personnel assigned to the incident. Also, other law enforcement work (security, traffic control, etc.) will be assigned to the incident.

Closeout

The final Incident Finance Package will meet the standards outlined in Chapter 40 of the Interagency Incident Business Management Handbook. The _____ (unit) also requires the following:

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

1. xxxxx
2. xxxxx
3. xxxxx

The Incident Business Advisor and Administrative Officer/Manager will participate in the exit interview of each assigned Incident Management Team. If time permits, the Incident Business Advisor and Administrative Officer/Manager will provide a verbal assessment of (1) commendable performance, (2) things that went well, and (3) things needing improvement.

LAND USE AGREEMENT CHECKLIST

LAND USE AGREEMENTS

CHECKLISTS

AND

GENERAL GUIDANCE

LAND USE AGREEMENT CHECKLIST - CONTINUED

SCHOOLS, FAIRGROUNDS OR OTHER RELATED FACILITY
CHECKLIST

- Number of Classrooms
- Gym
- Cleaning/Janitorial/Custodial Services
- Use of Showers
- Government furnished supplies vs. Contractor furnished supplies.
- Phones
- Copiers
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- Availability
- AC/Heater operational or available
- Sprinkler System
- Reduce / increase costs when camp changes (i.e. from Type I – II – III) (reduce number of classrooms needed, area needed, buildings needed, etc.)
- Other prescheduled / concurrent uses of the facilities by owner
- Parking
- Athletic Fields

LAND USE AGREEMENT CHECKLIST - CONTINUED

DIPPING SITES/PONDS
CHECKLIST

- Impact – amount of drawdown, site disturbance, etc
- Fish
- Noxious Weeds
- Water (usage and/or replenishment)
- Water Rights (who owns the water)
- Fences
- Access
- Flight Path
- Livestock/Wildlife
- Loss of Foliage/Crop/Pasture
- Use of pumps or wells

LAND USE AGREEMENT CHECKLIST - CONTINUED

IC CAMP/HELIBASE
CHECKLIST

- Access – roads, gates
- Noxious Weeds
- Fences / cattleguards / gates
- Livestock
- Flight Path
- Irrigation/Sprinkler System
- Spillage/Hazmat
- Hours of Operation
- Property Impact
- Re-seeding / de-compaction requirements
- Abandonment of improvements
- Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc)

LAND USE AGREEMENT CHECKLIST - CONTINUED

AIRPORTS
CHECKLIST

- Facilities Usage (except for federally funded runways, towers)
 - Check other FAA restrictions
- Landing Fee
- Fuel Fee (If Contractor provided)
- Security
- Flight Path
- Hazmat/Spillage
- Parking
- Availability
- Water/Electricity/Phones
- Portable Retardant Base
- Hours of Operation
- Access
- Check with Air Ops for further concerns

LAND USE AGREEMENT CHECKLIST - CONTINUED

SITUATIONS NOT REQUIRING A LAND USE AGREEMENT

- Federal Government land/facilities run by concessionaire
- Land/Facilities of other Federal agencies (would fall under Economy Act agreements)
- Land/Facilities of state and local governments (usually cooperative agreement)
- Non Wildland fire incidents, i.e. FEMA.
- Direct fire suppression activity (fire line construction, back-burn, access to fire)
- Federally funded runways and towers (county/state/local)

LAND/FACILITY RESTORATION CONSIDERATIONS

(Items for COs to consider – not all items apply to every agreement)

- Loss of crop/pasture – how many seasons
- Re-seeding / de-compaction requirements
- Noxious Weeds Abatement and Survey
- General clean-up (trash removal, final janitorial service, floor waxing, etc)
- Re-sod of athletic fields
- Reconditioning floors (of gyms, carpet replacement, etc)
- Pumping of septic systems (feasible to use system, or rely solely on port-a-potties?)
- Mending fences damaged during incident

LAND USE AGREEMENT CHECKLIST - CONTINUED

CONSIDERATIONS FOR DETERMINING RATE

- BEFORE NEGOTIATING RATE:
 - Determine ownership of land / facilities
 - Confirm owner's agent if applicable
 - Resources available to confirm ownership
 - City or County Tax Assessor's Office
 - Courthouse
- Private Campgrounds – what are average receipts / revenues for similar time period
- Historical record of rates for use in local area – local rangers may be good source
- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities
- Fairgrounds – were there any events cancelled or rescheduled to make them available?
- Cost of relocating and feeding of stock
- Are there vacant facilities held by other agencies that may be available?
- Consider a not to exceed rate commensurate with property value
- Sources of market research:
 - banks
 - real estate offices
 - local employees
 - local assessor offices
 - local agency lands offices
 - newspapers
 - feed store bulletin boards
 - documentation at local offices from previous incidents

LAND USE AGREEMENT FORM

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)		Page _____ of _____	
		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER _____	
OWNER (name, address, phone number-include day/night/cell/fax)		EFFECTIVE DATES a. beginning _____	b. ending _____
DUNS: _____ EIN/SSN: _____ PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or		INCIDENT NAME: _____ INCIDENT NUMBER: _____ RESOURCE ORDER NUMBER: _____	
TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)			
<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN			

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as _____.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

County: _____ State: _____ Township: _____ Range: _____ Section: _____

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each Month that the land/facilities are used, the Government will pay the rate of \$ _____ per Month, or provide consideration as follows: _____. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ _____, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

The above rate includes utility charges for the following: GAS ELECTRICITY WATER TOILET SUPPLIES
 JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____.

The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

LAND USE AGREEMENT FORM - CONTINUED

Page ____ of ____
Agreement No: ____

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____

TERMS AND CONDITIONS: See attachment.

CHECKLIST(s): See attachment. 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:

INSERT CCR CLAUSE, and Permits and Responsibilities Clause

Convict Labor (FAR 52.222-3) (June 2003)

Extra (FAR 52.232-11) (APR 1984)

Disputes (FAR 53-233-1) (DEC 1998) ALT I (JULY 2002)

Termination for the Convenience of the Government (Services) (Short Form) (FAR 52.249-4) (APR 1984)

Termination for Default (Fixed-Price Supply and Service) (FAR 52.249-8) (APR 1984)

Payments (FAR 52.232-1) (APR 1984)

Interest (FAR 52.232-17) (June 1996)

Prompt Payment (FAR 52.232-25) (FEB 2002)

Changes—Fixed Price (FAR 52.243-1) (AUG 1987) ALT I (APR 1984)

Loss, Damage or Destruction. The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE		PRINT NAME AND TITLE	
PHONE NUMBER (if different from Owner's)		PHONE NUMBER:	

LAND USE AGREEMENT FORM - CONTINUED

Page ____ of ____
Agreement No: _____

PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

POST-USE INSPECTION: 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 / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

LENGTH OF ASSIGNMENT EXTENSION DOCUMENTATION

Tool Kit Addition

Documentation of Length of Assignment Extension Requirements

Documentation of any type of assignment extension should include the following:

- I. **Name and Position/Type of Resource:**
- II. **Length of Extension:**
- III. **Rationale for extension (mark all that apply)**
 - A. Life and Property threatened
 - B. Suppression objective are close to being met
 - C. Replacement resources are not available (unable to fill)
 - D. Military Assignment
 - E. Other:

IV. **A. Single Resource Recommendation**

Resource name, title and signature: _____

Section Chief name, title and signature: _____

OR

B. Incident Management Team/Area Command Recommendation

Operations Section Chief: _____

Planning Section Chief: _____

Finance Section Chief: _____

Logistics Section Chief: _____

V. **Approval**

Incident/Area Commander signature

Date

SUPPLY LOG

SUPPLY LOG

INCIDENT
NAME _____

INCIDENT
NUMBER _____

S-NO	GENERAL DESCRIPTION	ASSIGNED TO	VENDOR NAME	PAID INFO	AMOUNT	DSP TOLD
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