



City of Grand Island

Tuesday, February 13, 2018

Council Session

Item G-19

**#2018-46 – Approving Memorandum of Agreement with Lincoln
Fire & Rescue**

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt
Meeting: February 13, 2018
Subject: MOA with Lincoln Fire & Rescue
Presenter(s): Chief Schmidt and DC Hiemer

Background

Lincoln Fire & Rescue is the sponsoring agency for Nebraska Task Force 1 of the Urban Search and Rescue Response System. The Urban Search & Rescue (US&R) Task Force is made up of 70 personnel. These 70 positions are filled from various organizations in and around Lincoln. The US&R Task Force was created to provide support for large scale disasters in the United States. They specialize in urban search and rescue, disaster recovery, and emergency triage and medicine.

Discussion

Nebraska US&R Task Force 1 currently has several openings on their team. The Grand Island Fire Department (GIFD) seeks to enter into a Memorandum of Agreement (MOA) with Lincoln Fire & Rescue to become a participating agency. Becoming a participating agency would allow GIFD employees to apply for vacant team positions on the US&R Task Force. If GIFD employees are selected to fill team positions, they would receive specialized training to assist in disaster response. Should the US&R Team be activated for response or have required training, any participating GIFD members would be considered an employee of FEMA. FEMA would reimburse the City of Grand Island for employee wages as well as overtime costs associated with a team member's absence.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council authorizes the approval of the MOA with Lincoln Fire & Rescue to allow GIFD to become a participating agency with the US&R Task Force.

Sample Motion

Move to approve the MOA with Lincoln Fire & Rescue to allow GIFD to become a participating agency with Nebraska US&R Task Force.

MEMORANDUM OF AGREEMENT
BETWEEN

Lincoln Fire & Rescue
City of Lincoln, Nebraska

AS THE SPONSORING AGENCY
OF NEBRASKA TASK FORCE 1
OF THE NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM

AND

Grand Island Fire Department

AS A PARTICIPATING AGENCY OF THE TASK FORCE

This "Agreement" is entered into by and between the parties designated in Section 1, below, who agree that subject to all of the provisions of this Agreement, **Grand Island Fire Department** will serve as a Participating Agency for Nebraska Task Force 1 of the National Urban Search and Rescue Response System. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this Agreement and that so long as this Agreement remains in effect, the party will fully perform all of those duties and responsibilities.

1. PARTIES

The parties to this Agreement are the following entities:

1.1. Sponsoring Agency:

City of Lincoln, Nebraska
Lincoln Fire & Rescue
1801 Q Street
Lincoln, NE 68508

1.2. Participating Agency:

City of Grand Island, Nebraska
Grand Island Fire Department
100 E 1st St.
Grand Island, NE 68801

2. RECITALS

Sponsoring Agency and Participating Agency have entered into this Agreement in recognition of the following Recitals:

- 2.1 Sponsoring Agency. Sponsoring Agency is a cooperating party under a "Memorandum of Agreement" with the Federal Emergency Management Agency ("FEMA") and the City of Lincoln, Nebraska. A copy of the Memorandum of Agreement (the "FEMA MOA") is attached to this Agreement and incorporated by reference.
- 2.2 National Urban Search & Rescue Response System. Pursuant to federal law, principally the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121 through 5206 (the "Stafford Act"), the U.S. Department of Homeland Security ("DHS"), acting through FEMA, operates the National Urban Search & Rescue Response System ("System") in conjunction with State and local governments.
- 2.3 Task Forces. Each Sponsoring Agency is responsible for recruiting and organizing a Task Force consisting of individuals occupying certain specified positions plus additional support personnel, all of whom have been properly trained with the requisite skills and capabilities required for urban search and rescue operations and/or deployment of the Task Force. A Task Force may be deployed as a single unit or it may be reorganized into teams for purposes of modularized responses for limited or specialized Activations. Members of a Task Force may also be deployed as members of a management or other technical team.
- 2.4 Nebraska Task Force 1. The City of Lincoln, Nebraska is the Sponsoring Agency for Nebraska Task Force 1 (the "Task Force") and is charged with, among other things, recruiting and organizing members for the Task Force. In the performance of its responsibilities, the Sponsoring Agency may enter into cooperative arrangements with federal, state, or local government entities, or non-profit or for-profit entities, to serve as Participating Agencies in the Task Force and with individuals to serve as Affiliated Personnel of the Task Force. The Sponsoring Agency is obligated to enter into written agreements with those Participating Agencies and Affiliated Personnel setting forth the relationship between the parties.
- 2.5 Participating Agency. **Grand Island Fire Department** desires to be a Participating Agency in the Task Force, subject to all of the provisions of this Agreement.
- 2.6 Applicable Provisions. With respect to National Urban Search & Rescue Response System activities, this Agreement incorporates the provisions of 44 CFR 208, "National Urban Search and Rescue Response System". To the extent that 44 CFR Part 208 is contrary to the FEMA MOA with the Sponsoring Agency, the 44 CFR Part 208 will prevail. This agreement incorporates the provisions of all applicable regulations per the City of Lincoln Municipal Code and related provisions.
- 2.7 Definitions of Terms. Capitalized words and phrases in this Agreement have the same meaning as they do in 44 CFR Part 208.

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BETWEEN

Lincoln Fire & Rescue
City of Lincoln, Nebraska

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OF NEBRASKA TASK FORCE 1
OF THE NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM

AND

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- 2.6 Applicable Provisions. With respect to National Urban Search & Rescue Response System activities, this Agreement incorporates the provisions of 44 CFR 208, "National Urban Search and Rescue Response System". To the extent that 44 CFR Part 208 is contrary to the FEMA MOA with the Sponsoring Agency, the 44 CFR Part 208 will prevail. This agreement incorporates the provisions of all applicable regulations per the City of Lincoln Municipal Code and related provisions.
- 2.7 Definitions of Terms. Capitalized words and phrases in this Agreement have the same meaning as they do in 44 CFR Part 208.

- 3.10.3 As established by System directives but subject to the availability of federal funding, Sponsoring Agency shall procure and maintain required caches of equipment and supplies. The contents of these caches shall be utilized for deployments of the Task Force and, subject to federal rules and regulations, will be made available for training activities of Sponsoring Agency and Participating Agency. Participants shall use Task Force cache equipment and supplies only for authorized purposes and shall exercise reasonable care to protect and preserve the property against loss or damage. The Participating Agency shall be financially accountable for any Task Force property that is lost or damaged due to negligence or unauthorized use by the Participating Agency.

3.11 Notification Procedures and Other Communications.

3.11.1 Alerts and Activation.

- 3.11.1.1 Sponsoring Agency's commander/chief executive officer or his/her designee shall determine whether the Task Force is capable of and will respond to Activation Orders.
- 3.11.1.2 Participating Agency shall maintain at all times a "Point of Contact" for receipt of notices from Sponsoring Agency concerning possible deployments of the Task Force. The Point of Contact shall include 24-hour telephonic and electronic capabilities. Information concerning the Participating Agency Point of Contact shall be set forth in Appendix H.
- 3.11.1.3 Upon receipt of Alert or Activation Orders, Sponsoring Agency shall give prompt telephonic and electronic notice to Participating Agency's Point of Contact. The notice shall designate the Task Force positions for which Participating Agency's participants are being requisitioned, the location of the assembly point, and to the extent known, the nature and character of the Activation.
- 3.11.1.4 Participating Agency shall at all times maintain the capability of providing requisitioned Participants for participation on a deployment of the Task Force.
- 3.11.1.5 Upon receipt of an Activation Order for the Task Force, Participating Agency shall cause the required Participants to respond to the assembly point designated in the notice.

3.11.2 Mobilization.

- 3.11.2.1 All requisitioned Participants will respond to the designated assembly point within 2 hours of notification with all required personal clothing and equipment and required documentation.

- 3.11.2.2 Participating Agency will select its Participants through a pre-established selection system that ensures the requisition is promptly filled with fully qualified Participants.
- 3.11.2.3 Selected Participants will be subject to a pre-deployment medical screening. Any Participant who fails the screening will not be deployed.
- 3.11.2.4 Sponsoring Agency retains the sole right to determine which Participating Agency personnel, if any, will respond with the Task Force when Activated.
- 3.11.3 Other Communications. Sponsoring Agency will remain in contact with Participating Agency through the Participating Agency Point of Contact or designee during the period of Activation.
- 3.12 Critical Incident Stress Syndrome ("CISS") and Management.
 - 3.12.1 Sponsoring Agency will have primary responsibility to provide CISS training, intervention and support, before, during and after activation.
 - 3.12.2 Costs incurred for unauthorized CISS activities are not eligible for reimbursement.

4. GENERAL PROVISIONS

- 4.1 Effective Date. This Agreement shall be effective **March 1, 2018** and when it has been duly and regularly authorized and executed by both parties.
- 4.2 Authority. As more specifically indicated above and below, this Agreement is made (a) pursuant to the provisions of the Interim Final Rule or the Final Rule; and (b) under the authority of [State] law, in furtherance of the purposes of the National Urban Search and Rescue Response System,
- 4.3 Contents of the Agreement. Upon its execution, the Agreement consists of this Agreement, along with the following Appendices and other attachments:
 - 4.3.1 Appendix A - The currently effective Memorandum of Agreement between FEMA and the Sponsoring Agency, by which City of Lincoln, Nebraska is appointed as and has agreed to serve as Sponsoring Agency for the Task Force.
 - 4.3.2 Appendix B - The Code of Federal Regulations, Title 44 Part 208.2, National Urban Search & Rescue Response System.
 - 4.3.3 Appendix C – City of Lincoln, Nebraska Applicable Regulations
 - 4.3.4 Appendix D – List of Participants
 - 4.3.5 Appendix E – Compensation Rates & Reporting
 - 4.3.6 Appendix F – Records & Reporting Requirements

- 4.3.7 Appendix G – Position Descriptions and General Administrative & Training Requirements
- 4.3.8 Appendix H – Points of Contact
- 4.3.9 Appendix I – National US&R System Response Act of 2016
- 4.3.10 Appendix J - FEMA Workers Compensation Process
- 4.4 Amendments and Termination.
 - 4.4.1 Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties, and all such amendments will be attached to this Agreement.
 - 4.4.2 Term and Termination. The Agreement shall continue in effect unless and until terminated as provided in this Agreement. The Agreement may be terminated by either party upon 30 days written notice, except that Participating Agency may not terminate this Agreement without the written consent of Sponsoring Agency during any time interval when the Task Force has been placed on Alert status or has been Activated if the Alert or Activation affects Participants of the Participating Agency.
- 4.5 Miscellaneous Provisions.
 - 4.5.1 The obligations of the Participating Agency set forth in this Agreement are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Sponsoring Agency.
 - 4.5.2 Except and to the extent federal law controls, this Agreement shall be construed and enforced, as between the parties, according to the laws of the State of Nebraska.
 - 4.5.3 No party shall engage in any conduct or activity in the performance of this Agreement or participation in the System that constitutes a conflict of interest under applicable federal, state or local law, rules and regulations.
 - 4.5.4 Each party shall at all times observe and comply with all applicable federal, state and local laws, rules and regulations.
 - 4.5.5 Except as provided otherwise with respect to emergency notifications, if it is necessary for the purposes of this Agreement for one of the named parties to give notice to the other named party, notice shall be in writing with the expenses of delivery or mailing fully prepaid and shall be delivered by personal service or a form of public or private mail service requiring proof of delivery. Notice is effective upon personal delivery, or by mail service, on the date of either actual receipt or five days after posting, whichever is first. Unless changed in writing in accordance with this Section, notice shall be served on the party at the address shown in Sections 1.1 and 1.2 of this Agreement.
 - 4.5.6 Titles and section headings are for convenience only and are not a part of the parties' Agreement.

- 4.5.7 Should any provision of this Agreement be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the Agreement which shall continue in full force and effect.
- 4.5.8 This Agreement and its provisions are binding upon and inure to the benefit of the parties and to their respective successors in interest, provided, however, this Agreement does not and will not bestow any rights or remedies upon persons to whom an unlawful delegation or assignment has been made by Participating Agency.
- 4.5.9 This Agreement is made for the sole and exclusive benefit of the named parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this Agreement.
- 4.5.10 Neither the United States of America or the State of Nebraska is a party to this Agreement.
- 4.5.11 Each person executing this Agreement represents that: he/she was and is lawfully authorized to sign the Agreement on behalf of the party he/she represents; execution of the Agreement was duly and regularly authorized by the party's governing body; and, to the person's best knowledge and belief the Agreement is a binding and enforceable obligation of the party on whose behalf he/she acted.
- 4.5.12 Each party represents to the other: that the party has fully read and understood all of the provisions of this Agreement including the Appendices and other attachments, if any; that the party has secured and considered such legal advice and other expert counsel as the party deemed necessary and advisable for these purposes; and, that in agreeing to execute and become a signatory to this Agreement the party has deemed itself adequately informed and advised as to all of the risks assumed and obligations undertaken pursuant to this Agreement.
- 4.5.13 This Agreement, including the Appendices and attachments, if any, constitutes the entire agreement between the parties and it supersedes any prior agreements on this matter.

5. EXECUTION

This Agreement was executed by the parties on the dates shown below.

Sponsoring Agency:

Date: _____

City of Lincoln, Nebraska
Lincoln Fire & Rescue
1801 Q Street
Lincoln, NE 68508

By _____

Title: Program Manager, Nebraska Task Force 1

And By _____

Title: Fire Chief, Lincoln Fire & Rescue

Participating Agency:

Date: _____

City of Grand Island, Nebraska
Grand Island Fire Department
100 E 1st St
Grand Island, NE 68801

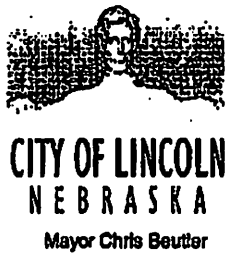
By _____

Title: _____

And By _____

Title: _____

Appendix A
FEMA / City of Lincoln MOU



ORDER
EXECUTIVE
NO. 183751

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

The attached memorandum of agreement is for participation in the National Urban Search and Rescue response system. The attached MOU is hereby accepted and approved and I have executed the same on behalf of the City.

The City Clerk is directed to return two copies of said application and related documents, to John Huff, in Fire Administration, one of which is for transmittal to the FEMA Management Branch.

Dated this 18th day of Jan., 2011.


Chris Beutler, Mayor

Approved as to form & Legality:


City Attorney

Approved:


Fire Department

Approved:


Finance Department

**MEMORANDUM OF AGREEMENT
FOR PARTICIPATION IN
THE NATIONAL URBAN SEARCH & RESCUE RESPONSE SYSTEM**

Memorandum of Agreement between the U.S. Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of Nebraska, City of Lincoln, and Lincoln Fire & Rescue, the Sponsoring Agency of Nebraska Task Force 1, regarding participation in the National Urban Search & Rescue Response System.

I. PARTIES

The parties to this Agreement are the Department of Homeland Security, acting through the Federal Emergency Management Agency, the State of Nebraska, City of Lincoln, and Lincoln Fire & Rescue, the Sponsoring Agency of Nebraska Task Force 1.

II. AUTHORITY

This Agreement is authorized under the Homeland Security Act as amended (6 U.S.C. §§ 101 ~~et seq.~~); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5207); and the National Urban Search & Rescue Response System Interim Final Rule, 70 Fed. Reg. 9182 (Feb. 24, 2005), codified at 44 CFR Part 208. (Upon the effective date of a Final Rule, the Final Rule will supersede the cited Interim Final Rule and its provisions shall prevail over any contrary provisions of the Interim Final Rule.)

III. PURPOSE

This Agreement sets forth responsibilities with respect to participation in the National Urban Search & Rescue Response System.

IV. DEFINITIONS

A. DHS means the Department of Homeland Security.

FEMA means the Federal Emergency Management Agency, an operational component of DHS.

FEMA-Sanctioned Training or Exercise means a training session or exercise sponsored by an organization other than FEMA, which has received FEMA approval.

Regulations means the National Urban Search & Rescue Response System regulations published at 44 CFR Part 208.

Preparedness Cooperative Agreement means a Preparedness Cooperative Agreement as defined in Section 208.2 of the Regulations.

Stafford Act means the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121-5207).

System Resources means System Members, canines, tools and equipment maintained by a Sponsoring Agency, Participating Agency, or Affiliated Personnel for use as part of the System.

Task Force Program Manager means the person designated by the Sponsoring Agency to be responsible for the day-to-day administration and management of the Task Force.

- B. The following terms, as used in this Memorandum of Agreement, have the meaning set forth in the Stafford Act at 42 U.S.C. § 5122:

Major Disaster

Emergency

- C. The following terms, as used in this Agreement, have the meaning set forth in Section 208.2 or 208.32 of the Regulations:

Activated or Activation

Advising or Advisory

Affiliated Personnel

Alert

Demobilization Order

Participating Agency

Preparedness Cooperative Agreement

Sponsoring Agency

System or National Urban Search & Rescue Response System

System Member

Task Force

US&R or Urban Search and Rescue

V. RESPONSIBILITIES

- A. DHS, through FEMA, is responsible for developing and administering the System, and its responsibilities include:**
- 1. Promulgating the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;**
 - 2. Maintaining overall direction and control of System Resources engaged in System activities, as contemplated in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;**
 - 3. Maintaining an advisory and consultative structure for communicating and consulting with System participants with respect to the responsibilities set forth in this section, as appropriate;**
 - 4. Preparing, providing, and maintaining a Preparedness Cooperative Agreement and a Response-Cooperative Agreement with the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;**
 - 5. Providing preparedness funding to the Sponsoring Agency, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;**
 - 6. Developing, scheduling, and delivering FEMA-Sponsored Training and Exercises;**
 - 7. Granting FEMA sanction to training and exercises in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;**
 - 8. Maintaining overall direction and control of System Resources engaged in FEMA-Sanctioned Training and Exercises and FEMA-Sponsored Training and Exercises;**
 - 9. Evaluating System and performance in accordance with the Regulations, standards, policies and procedures and directives of the System;**
 - 10. Advising, Alerting, Activating and Demobilizing System Resources;**
 - 11. Obtaining the consent of the State, if applicable, and the Sponsoring Agency to Alert or Activate System Resources, in accordance with the Regulations, standards, policies and procedures of the System;**
 - 12. Appointing System Members into Federal service at appropriate times;**

13. Taking steps as necessary to ensure coverage for System Members under the Federal Employees Compensation Act, the Federal Tort Claims Act, and the Public Safety Officers Benefit Act during FEMA-Sponsored Training and Exercises, FEMA-Sanctioned Training and Exercises, Alert, and Activation, to the extent allowed by law;
14. Processing claims for Federal employee benefits, as set forth in the Regulations and this Agreement;
15. Maintaining overall direction and control of System Resources engaged in System activities during Alert or Activation;
16. Providing ground, air, rail, or marine transportation for System Resources during Alert or Activation, as required;
17. Providing re-supply and logistical support for System Resources during Activation;
18. Establishing, developing, administering, Advising, Alerting, Activating, Demobilizing, and maintaining overall direction and control of System management teams, as appropriate;
19. Notifying the Sponsoring Agency when FEMA has Alerted, Activated, or Deactivated a Task Force member for participation on a System management team or in a technical function;
20. Scheduling and conducting periodic meetings of System advisory committees and other consultative bodies;
21. Processing claims for reimbursement in accordance with the Regulations; and
22. Ensuring proper coordination and cooperation within FEMA, between FEMA and other DHS components and entities, and between FEMA and other Federal, state, local, and private-sector entities for the purpose of System activities.

B. The State, if applicable, is responsible for:

1. Maintaining 24-hour per day capability to receive a request for Alert or Activation of System Resources and to accept or decline the request within one hour; and

Using Task Forces resident within the State as State assets before requesting additional Task Forces from FEMA in anticipation of, or in response to, a disaster or emergency within the State for which the State or its local governments have primary responsibility, unless the resources

have been otherwise committed.

- C. The Sponsoring Agency is responsible for organizing and administering the Task Force, and this responsibility includes the following:
1. Recruiting and training the Task Force, according to the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System promulgated by FEMA;
 2. Designating a Task Force Program Manager, as well as other such persons as required by the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 3. Executing a Preparedness Cooperative Agreement and a Response Cooperative Agreement with FEMA, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 4. Providing administrative, financial, and personnel management for the Task Force, to include providing FEMA with all documentation required to appoint System Members into Federal service;
 5. Maintaining such agreements with Participating Agencies and Affiliated Personnel as are required under the Regulations, standards, policies, directives, procedures, and overall concept of operations for the System. Agreements with Participating Agencies and Affiliated Personnel for System activities must be consistent with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System, and this Memorandum of Agreement. All agreements with Participating Agencies must include an express authorization for the Sponsoring Agency to commit an employee of the Participating Agency to Federal service. All agreements with Affiliated Personnel must include an express authorization for the Sponsoring Agency to commit the individual to Federal service;
 6. Registering and qualifying all Task Force medical personnel, as required under the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 7. Requesting FEMA sanction for training and exercises, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
 8. Notifying FEMA when there is a change in the operational status of the Task Force;
 9. Maintaining 24-hour per day capability to receive a request for Alert or

Activation of System Resources and to accept or decline the request within one hour;

10. Acquiring, maintaining, and accounting for equipment, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
11. Complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
12. To the extent that the Sponsoring Agency chooses to provide System Members for System management teams and technical functions, or for any FEMA advisory and consultative entities, complying with financial, administrative, acquisition, reimbursement, and reporting requirements set forth in the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System with respect to these System Members;
13. Keeping all records relating to the Task Force, in accordance with the Regulations, standards, policies, procedures, directives, and overall concept of operations for the System;
14. Submitting to FEMA a copy of any agreements it maintains with any Participating Agency and Affiliated Personnel; and
15. Processing state and local employee benefit claims for which a System Member may be eligible.

VI. POINTS OF CONTACT

- A. **DHS/FEMA:**
Acting Chief, Urban Search & Rescue Branch
Federal Emergency Management Agency
U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472
(202) 646-3456
- B. **Sponsoring Agency**
Chief, Lincoln Fire & Rescue
1801 "Q" Street
Lincoln, NE 68508
401-441-7363

VII. OTHER PROVISIONS

A. Financial Arrangements

1. FEMA shall provide the Sponsoring Agency with funding for preparedness activities pursuant to a Preparedness Cooperative Agreement, in accordance with the Regulations.
2. FEMA shall reimburse the Sponsoring Agency for costs incurred in System response activities pursuant to a Response Cooperative Agreement, in accordance with the Regulations.
3. All financial commitments are subject to the availability of funds. Nothing in this Agreement obligates funds of the respective parties.

B. Title to Equipment

1. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a cooperative agreement prior to February 24, 2005 vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).
2. Title to equipment purchased and maintained by the Sponsoring Agency with funds provided under a Preparedness Cooperative Agreement vests in the Sponsoring Agency in accordance with 44 CFR § 13.32(a).
3. Title to equipment purchased by DHS, and distributed to and maintained by the Sponsoring Agency, remains vested in DHS in accordance with 44 CFR § 13.32(f), unless transferred to the Sponsoring Agency under applicable Federal regulations. The Sponsoring Agency acknowledges that certain communications property provided by DHS may contain elements or components with possible national security implications for which the Sponsoring Agency shall surrender, or render inoperable, the element(s) or component(s), as requested by DHS or the FEMA-US&R program.

C. Use of Sponsoring Agency Resources

1. Offer, consent and acceptance of services, facilities and employees

The Sponsoring Agency and the State offer and consent to FEMA's use of their services, facilities, and employees as specifically described in this Memorandum of Agreement with respect to the System, and FEMA accepts the offer of such services, facilities, and employees in carrying out the purposes of the Sections 305(a) and 621(c)(1) of the Stafford Act, 42 U.S.C. §§ 5149(a) and 5197(c)(1).

2. Appointment into Federal Service

- a. FEMA will appoint System Members into Federal service pursuant to section 208.11 of the Regulations, as follows:
 - (1) When instructing or participating in FEMA-Sanctioned Training and Exercises;
 - (2) When instructing or participating in FEMA-Sponsored Training and Exercises;
 - (3) When undertaking specific duties required by FEMA during an Alert to prepare for Activation; and
 - (4) When Activated.
- b. At all such times when System Members are appointed into Federal service, these System Members will be under FEMA's overall direction and control.
- c. A System Member's appointment into Federal service is concurrent with a System Member's employment with the Sponsoring Agency or other entity.

D. Coverage under Federal statutes; FEMA's intent

1. Pursuant to section 208.11 of the Regulations, it is FEMA's intent that on the basis of subsections C.1. and 2., above, System Members appointed into Federal service are Federal employees during the activities described in subsection C.2.a., above, for the purposes of the following acts:
 - a. The Federal Employees Compensation Act.
 - b. The Federal Tort Claims Act.
2. It is FEMA's intent that System Members appointed into Federal service are Public Safety Officers during the activities described in subsection C.2.a., above, as defined in the Public Safety Officers Benefit Act, 42 U.S.C. § 3796b.
3. No individual may participate in the Task Force who is not an employee of the Sponsoring Agency, an employee of a Participating Agency, or an Affiliated Personnel.
4. Nothing contained within this Agreement is intended to diminish a System Member's non-Federal employment rights, relationships, or entitlements to non-Federal pension or welfare benefits.

- E. FEMA, the State, and the Sponsoring Agency will not discriminate against any System Member or applicant for a position as a System Member on the grounds of race, color, religion, sex, age, national origin, or economic status in fulfilling any and all obligations under this Memorandum of Agreement.
- F. Use of Federal facilities, supplies and services will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provision of technical assistance and other relief and assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, sex, age, national origin, or economic status.


VIII. EFFECTIVE DATE

The terms of this Agreement will become effective on the date that the last party signs this Agreement.

IX. MODIFICATION, AMENDMENT, AND TERMINATION

- A. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force.
- B. This Agreement may be modified or amended only with the written agreement of all of the parties.
- C. This Agreement remains in effect unless terminated. This Agreement may be terminated by any party upon 30 days written notice.
- D. This Agreement is the full and complete agreement between the undersigned parties, and supersedes any prior agreement between the parties, written or oral, with the exception of an existing Preparedness Cooperative Agreement or Response Cooperative Agreement.
- F. This may be executed in several counterparts, each of which is a valid agreement, provided that all parties to the Memorandum of Agreement have executed at least one original copy of the Memorandum of Agreement.

X. EXECUTION


Glenn M. Cannon
Assistant Administrator
Disaster Operations Directorate
Federal Emergency Management Agency


Date: 6/18/08


Regional Administrator

Date: 10/20/2010


Director
State Emergency Management Agency

Date: 10 Nov 2010


Chief Executive or Designee
Sponsoring Agency

Date: 1-18-11

Appendix B

Code of Federal Regulations

Title 44, Part 208

National Urban Search and Rescue Response System

<https://www.ecfr.gov/cgi-bin/text-idx?SID=b4d35701f2308358fe5ea8b49eb4856f&mc=true&node=pt44.1.208&rgn=div5>

Appendix C

City of Lincoln Nebraska

Applicable Provisions

- C.1 **Risk and Liability.** Participating Agency Personnel agree to assume all risk and liability for any injury to persons or property resulting in any manner from his/her own acts or omissions related to this agreement, including acts or omissions by Participating Agency Personnel's own agents or employees related to this agreement. Liability includes any claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury⁶, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use. This section survives any termination of this agreement.
- C.2 **Audit Requirements.** All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of financial and performance related records and materials germane to the city contract, as allowed by law.
- C.3 **Excess Insurance Coverage.** Sponsoring Agency shall maintain an excess insurance policy for up to \$25,000/person in medical costs for injuries and illnesses occurring during training conducted by the Sponsoring Agency that is not FEMA sponsored. Such policy shall provide excess coverage that must be used secondary to the individual's primary health coverage.

Appendix D
List of Participants

Appendix E

Compensation Data
18-1 Forms

Hourly Pay & Benefit Rate Verification

Administrative Personnel Rate Verification



FEMA Urban Search & Rescue
Compensated Activity Base Rate Verification Form



Task Force: **NETF1**
Participating Agency: **Grand Island Fire Department**

FEMA

	Name (Last, First):	Social Security #:	Straight Time Hourly Rate:	Overtime Hourly Rate:	Straight Time Benefit Rate %:	Overtime Benefit Rate %:
1			\$	\$		
2			\$	\$		
3			\$	\$		
4			\$	\$		
5			\$	\$		
6			\$	\$		
7			\$	\$		
8			\$	\$		
9			\$	\$		
10			\$	\$		
11			\$	\$		
12			\$	\$		
13			\$	\$		
14			\$	\$		
15			\$	\$		
16			\$	\$		
17			\$	\$		
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29			\$	\$		
30			\$	\$		
31			\$	\$		
32			\$	\$		
33			\$	\$		
34			\$	\$		
35			\$	\$		
36			\$	\$		
37			\$	\$		
38			\$	\$		
39			\$	\$		
40			\$	\$		

I certify that each individual's hourly pay and benefit rates listed above are true and correct as of the deployment dates for the event named. I further certify that I have in my possession the necessary documentation to verify the information provided. This documentation is available for examination upon request.

Date

Signature

Name & Title

Appendix F

Records & Reporting Requirements

- F.1 Task Force Member Records & Personnel File. The task force maintains a personnel file for each Participating Agency member. This personnel file includes task force related information pertinent to the involvement of the task force member.
- F.1.1 The Task Force maintains information in hard copy, electronic image, and database formats.
- F.1.2 All task force member records and files are kept confidential. In the event that the Participating Agency requests information regarding any of their employees, the request shall be directed through the Task Force Program Manager.
- F.1.3 Medical records that are maintained by the task force are subject to HIPAA compliance. Task force member medical information shall only be accessed and utilized by task force physicians during task force deployment exercises and operations. For all other instances where task force member medical information may be requested, it will be released only upon authorization by the task force member.
- F.2 Training Records. The Participating Agency, or its task force members, may complete or otherwise attend training during the normal course of their operations that meets FEMA US&R Position Specific or General Training requirements.
- F.2.1 The Participating Agency or task force member shall provide copies of training certificates or records that meet FEMA US&R requirements to be included in the task force member training file.
- F.2.2 In the event that the task force provides training that fulfills employment continuing hours for Participating Agency task force members, the Task Force shall, upon request, provide copies of certificates or records to the Participating Agency or to the participating task force member.
- F.2.3 The Participating Agency shall not request reimbursement from the task force for registration fees, tuition, or travel for training that is required for the normal course of employment for their employees who also happen to be task force members.
- F.3 Financial Accounting & Audit Reporting. The Participating Agency is responsible for appropriate financial accounting policies and procedures pertaining to compensation or reimbursement to the Participating Agency and/or its task force members or administrative staff for Task Force related expenses.

- F.3.1 In the event that the Sponsoring Agency is notified of a city or federal audit pertaining to expenditure of local or federal funding related to the Task Force, the Participating Agency will be notified of any potential involvement.
- F.3.2 The Participating Agency shall provide copies of records and supporting documentation as may be requested by auditors during the course of a financial audit involving local or federal funding utilized to compensate or reimburse the Participating Agency for involvement associated with the Task Force.
- F.4. Injury Claims/Worker's Compensation. Due to the cooperative agreement arrangement between the federal government and the Sponsoring Agency, all members of a FEMA US&R Task Force are considered "federalized volunteers" for the purpose of determining responsibility for costs for injury claims and/or worker's compensation.
 - F.4.2 For FEMA-sponsored or FEMA-sanctioned training, and/or FEMA deployments, the Task Force member shall submit injury and worker's compensation claims as per US&R Program Directive 2015-007 Worker's Compensation Program (WCP).
 - F.4.2.1 Any unpaid costs as a result of a worker's compensation and/or injury claim process may fall back to the Sponsoring Agency and/or Participating Agency.

Appendix G

Position Description(s)

General Administrative & Training Requirements

- Document that each member has a current Physician Clearance for Deployment document as defined in Program Directive 2005-00

III. General Training Requirements

Each member will do the following:

- Complete IS-33.xx FEMA Ethics Orientation **annually**. (.xx- represents the current calendar year version.) www.training.fema.gov/EMIWeb/IS
- Complete critical incident stress awareness training
- Complete IS-100 and IS-200, IS-700 and IS-800B on-line courses
- Complete the National US&R Response System Orientation course as part of the task force orientation
- Complete initial training at the first responder operations level for hazardous materials (OSHA 29 CFR, 1910.120)
- Complete annual refresher training as required for first responder operations level for hazardous materials (OSHA 29 CFR, 1910.120).
- Maintain certification in cardiopulmonary resuscitation. Task force members currently licensed or certified as EMT (all levels) and licensed board-certified emergency physicians inherently meet this requirement.
- Complete respiratory protection training per OSHA 29 CFR 1910.134 (k)
- Complete refresher training as required for respiratory protection training per OSHA 29 CFR 1910.134 (k)
- Complete the National US&R Response System WMD Enhanced Operations Course
- Complete NFPA 1670 awareness level training for the following:
 - Confined space rescue operations
 - Water rescue operations
 - Structural collapse operations
- Complete initial blood-borne pathogen training in accordance with OSHA 29 CFR 1910.1030

CANINE SEARCH SPECIALIST

I. Functional Description

The Canine Search Specialist is primarily responsible for supporting the search function with the canine resource. He/she is also responsible for the care and welfare of the canine during mission deployment. The Canine Search Specialist reports to the Search Team Manager.

II. Description of Duties

The Canine Search Specialist is responsible for the following:

- Searching disaster environments and locations indicated in the mission assignment using appropriate canine search equipment and techniques
- Documenting results of the canine search, including locations of alerts and routing them appropriately
- Understanding and accurately interpreting canine behavior, including knowledge of the capabilities and limitations of search canines
- Care and welfare of his/her canine including assisting the medical team with the canine's medical care
- Performing additional tasks or duties as assigned

I. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Canine Search Specialists in the National US&R Response System. The intent of these requirements are to provide canine teams capable of using the search techniques and tactics required to support the search function with the canine resource in various disaster environments.

II. Required Training

The Canine Search Specialist shall adhere to the following:

- Meet all administrative and general training requirements
- Have current certification as a National US&R Response System Canine Search Specialist Team member
- Complete the National US&R Response System Canine Search Specialist Course
- Complete the National US&R Response System GPS Awareness Level Course

- Complete the required technical rescue skill sets and additional required rope rescue skills as defined in Appendix D at the end of this manual

III. Recommended Training

The Canine Search Specialist should complete the following:

- The National US&R Response System Technical Search Specialist Course
- The National US&R Response System GPS Operations Level Course
- A canine emergency field care course

COMMUNICATIONS SPECIALIST

I. Functional Description

The task force Communications Specialist is responsible for managing, and maintaining, all communications and communications systems for his/her task force. The Communications Specialist reports directly to the Logistics Team Manager.

II. Description of Duties

The Communications Specialist is responsible for the following:

- Keeping the Task Force Leader and Logistics Manager informed of the capabilities and/or limitations of incident communications
- Assessing overall communications needs, obtaining frequencies, and developing the task force incident communications plan
- The installation, operation, and maintenance of the task force communications systems including radio, satellite, telephone, internet, GPSs and networks during incidents
- Coordinating communications with other entities, task forces and the Incident Support Team (IST) Communications Unit Leader
- Adhering to all safety procedures
- Accountability, preventive maintenance, and minor repairs of communications equipment
- Maintaining appropriate records and reports
- Maintaining the communications cache in an operational state at all times
- Developing requests for replacement or repair for consumable, inoperative, lost, damaged, or destroyed items
- Developing a task force communications plan (ICS 205) as part of the tactical action plan
- Operating as an IST communications center dispatcher

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Communications Specialists in the National US&R Response System. The intent of these requirements is to select personnel capable of managing the communications needs of the task force in the disaster environment.

IV. Required Training

The Communication Specialist shall adhere to the following:

- Meet all administrative and general training requirements
- Complete the National US&R Response System GPS Awareness Level Course
- Complete the National US&R Response System Communications Specialist Course

V. Recommended Training

The Communications Specialist should complete the following:

- Communications Technician Course (S-258 USWG) and/or All-Hazards Communications Tech Course ((DHS-xxx-RESP), which is currently required for IST Communications Unit Leader position
- Communications Unit Leader Course(S-358 USWG) and/or All-Hazards Communications U/L Course (DHS-114-RESP), which is currently required for IST Communications Unit Leader position
- Advanced Communications Specialist Qualification (ACOM US&R), which is a MERS qualification process
- The 2005 or later version of the National US&R Response System Communications Specialist Course including the Non-Disclosure of Sensitive Information Training

HAZARDOUS MATERIALS SPECIALIST

I. Functional Description

The Hazardous Materials Specialist is responsible for performing the various hazardous materials functions for the task force during incident operations. The Hazardous Materials Specialist reports directly to the Hazardous Materials Team Manager.

II. Description of Duties

The Hazardous Materials Specialist is responsible for the following:

- Providing an initial and ongoing survey (detection, monitoring and sampling) for, and identification of, the presence of hazardous materials at search and rescue sites
- Proficiency with the set up and use of the decontamination system in the US&R cache
- Directing decontamination procedures for any task force member victim, canine, or equipment
- Performing minor mitigation operations within the scope of the Hazmat Concept of Operations (CONOPS)
- Assisting team managers in providing information to personnel regarding chemical data and Personal Protective Equipment (PPE) compatibility and capability for tactical operations
- Documenting all related information regarding the incident
- Adhering to all safety procedures
- Properly utilizing the detection monitors and devices in the US&R cache
- Demonstrating proficiency in donning and doffing all personal protective equipment in the US&R cache
- Demonstrating proficiency in building triage and US&R marking systems
- Working with Logistics Team personnel to establish and maintain a regular maintenance schedule for HazMat cache items as required, including calibration, battery charging, function tests and field repair
- Performing regular assessments of the Base of Operations (BoO)

- Performing regular assessments of the base of operations for hazardous conditions, such as carbon monoxide from generators, or any other contaminants
- Establishing and maintaining a liaison with HazMat personnel from the Incident Support Team (IST) and other task forces
- Performing additional tasks or duties as assigned during a mission

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Hazardous Materials Specialists in the National US&R Response System. The intent of these requirements is to select personnel fully capable of providing competent hazardous materials assessments and advice to task force personnel in the urban disaster environment.

IV. Required Training

The Hazardous Material Specialist shall adhere to the following:

- Meet all administrative and general training requirements
- Meet and maintain the requirements as a certified Hazardous Materials Technician as per OSHA Standard 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response
- Meet and maintain the AHJ competencies in accordance with National Fire Protection Association standard 472 Standard for Professional Competence of Responders to Hazardous Materials Incidents to the level of Hazardous Materials Technician
- Complete the National US&R Response WMD considerations for Hazardous Materials Specialist Course
- Complete all technical rescue skill sets and additional required rope rescue skills as defined in Appendix D at the end of this manual

V. Recommended Training

The Hazardous Materials Specialist should complete the following:

- Weapons of Mass Destruction Radiological/Nuclear for Hazardous Materials Technician Course (PER-241), U.S. Department of Energy National Security Administration, Nevada Test Site
- WMD Hazardous Materials Technician Training (HT) Course (PER-261), Centers for Domestic Preparedness, Anniston, Alabama.

- Task force water purification system training
- HazMat CONOP training

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HAZARDOUS MATERIALS TEAM MANAGER

I. Functional Description

The Hazardous Materials (HazMat) Team Manager is responsible for managing the Hazmat functions of the task force and supervising the Hazardous Materials Specialists of the task force. The Hazardous Materials Team Manager reports directly to the Task Force Leader.

II. Description of Duties

The Hazardous Materials Team Manager is responsible for the following:

- Developing and implementing the HazMat component of the task force tactical plan
- Coordinating, managing, and supervising all HazMat activities.
- Providing input in the development of the safety plan in cooperation with Medical Team Manager and Safety Officers while adhering to all safety procedures.
- Determining HazMat organizational and logistical needs
- Receiving briefings and situation reports and ensuring that all HazMat personnel are kept informed of mission objectives and status changes.
- Providing situation updates and maintaining records and reports.
- Preparing deployment performance evaluations for assigned personnel.
- Ensure documentation of tasks completed in the HazMat Specialist task book.
- Providing accountability, maintenance, and minor repairs for all issued equipment.
- Possessing knowledge of the practical application of available (detection, PPE, and decontamination) technology used to support US&R HazMat Concept of Operations (CONOPS).

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Hazardous Material Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising the HazMat component in the urban disaster environment.

IV. Required Training

The Hazardous Material Team Manager shall adhere to the following:

- Meet all administrative and general training requirements

- Meet all training requirements of the Hazardous Materials Specialist

V. Recommended Training

The Hazardous Material Team Manager should complete the following:

- Weapons of Mass Destruction Radiological/Nuclear for Hazardous Materials Technician (Course PER-241), U.S. Department of Energy National Security Administration Nevada Test Site
- WMD Hazardous Materials Technician Training (HT) Course (PER-261), Centers for Domestic Preparedness, Anniston, Alabama
- Task force water purification system training
- ICS 300 in accordance with the National Standard Curriculum Training Development Guidance
- NIMS IS-703 Resource Management Course

LOGISTICS SPECIALIST

I. Functional Description

The Logistics Specialist is responsible for ensuring the preparation and maintenance of the task force equipment cache. The Logistics Specialist reports directly to the Logistics Team Manager.

II. Description of Duties

The Logistics Specialist is responsible for the following:

- Coordinating the packaging, transport, distribution and maintenance of the task force equipment cache prior, during and subsequent to mission assignments
- Coordinating with military and/or civilian officials for transportation needs
- Procuring equipment as directed by the Logistics Team Manager
- Ensuring accountability and security of the task force equipment cache
- Maintaining accurate and timely records and reports
- Adhering to all safety procedures
- Maintaining and repairing the task force equipment cache
- Assisting with over-all management of task force facilities and fleet
- Coordinating and directing support specialists
- Performing additional tasks or duties as assigned

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Logistics Specialists in the National US&R Response System. The intent of these requirements is to select personnel capable of managing the logistics needs of the task force in the urban disaster environment.

IV. Required Training

The Logistics Specialist shall adhere to the following:

- Meet all administrative and general training requirements
- Complete the National US&R Response System GPS Awareness Level Course

- Complete the National US&R Response System Logistics Specialist Course
- Complete OSHA 29 CFR 1910.178 (forklift training) course
- Complete a DOT Hazardous Materials Handler/Packer/Labeler course as established by 49 CFR, Part 172.704

I. Recommended Training

The Logistics Specialist should complete the following:

- Complete Ordering Manager course (J-252)
- Complete Receiving and Distribution Manager course (J-253)
- Complete Base Camp Manager course (J-254)
- Complete Equipment Manager course (J-255)
- Complete Security Manager course (J-259)
- Complete and maintain certification as a Certifying Official for Transportation Requirements and Regulations – Air and Ground
 - IATA
 - Title 49 CFR
 - AFMAN 24-204

LOGISTICS TEAM MANAGER

I. Functional Description

The Logistics Team Manager is responsible for the logistics function of the Urban Search and Rescue Task Force and supervising the Task Force Logistics Specialist, Communications Specialist, Support Specialist, and other personnel as assigned. The Logistics Team Manager reports directly to the Task Force Leader.

II. Description of Duties

The Logistics Team Manager is responsible for the following:

- All duties and responsibilities of the Logistics Specialist
- Completion of all task force transportation documents (cargo manifests, shipping declarations, bills of lading, etc.)
- Coordinating, managing, and supervising all logistical activities
- Maintaining accurate and timely records and reports
- Preparing performance evaluations for assigned personnel
- Ensuring accountability, maintenance, and repairs for all task force equipment
- Provide for operation and maintenance for all facilities and associated equipment
- Coordinate with IST Logistics Section on task force issues
- Management of task force transportation fleet
- Performing additional tasks or duties as assigned

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Logistics Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising the logistical component in the urban disaster environment.

IV. Required Training

The Logistics Team Manager shall adhere to the following:

- Meet all administrative and general training requirements
- Meet all required training for Logistics Specialist

- Complete and maintain certification as a Certifying Official for Transportation Requirements and Regulations – Air and Ground
 - IATA
 - Title 49 CFR
 - AFMAN 24-204

V. Recommended Training

The Logistics Team Manager should complete the following:

- Ordering Manager Course (J-252)
- Receiving and Distribution Manager course (J-253)
- Base Camp Manager Course (J-254)
- Equipment Manager Course (J-255)
- Security Manager Course (J-259)
- Facility Unit Leader (S-354)
- Ground Support Unit Leader (S-355)
- Supply Unit Leader (S-356)
- Food Unit Leader (S-357)
- Federal Property Custodial Officer
- ICS-300 in accordance with the National Standard Curriculum Training
- Development Guidance

PLANNING TEAM MANAGER

I. Functional Description

The task force Planning Team Manager is responsible for planning aspects of the task force during incident operations. The Planning Team Manager supervises the Structures Specialist and Technical Information Specialist. The Planning Team Manager reports directly to the Task Force Leader

II. Description of Duties

The Planning Team Manager is responsible for the following:

- Developing and implementing the planning components of the task force tactical action plan
- Coordinating, managing and supervising all planning component activities
- Determining the planning component organizational and logistics needs
- Receiving briefings and situation reports and ensuring that all planning personnel are kept informed of status changes
- Providing situation reports and maintaining records and reports
- Preparing performance evaluations for assigned personnel
- Providing accountability, maintenance, and minor repairs for all planning team equipment
- Performing additional tasks or duties assigned

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Task Force Planning Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising the planning component in the urban disaster environment.

IV. Required Training

The Planning Team Manager shall adhere to the following:

- Meet all administrative and general training requirements
- Complete ICS-300 in accordance with the National Standard Curriculum Training Development Guidance
Complete National US&R Response System Planning Team Training Course

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RESCUE SPECIALIST

I. Functional Description

The Rescue Specialist is responsible for performing the rescue function of the task force incident operation. The Rescue Specialist reports directly to a Rescue Squad Officer.

II. Description of Duties

The Rescue Specialist is responsible for the following:

- Implementing technical skills and operating equipment necessary for completing the rescue portion of the action plan
- Performing rescue operations under the direct supervision of a Rescue Squad Officer and providing periodic progress reports as needed
- Operating and conducting routine field maintenance of rescue tools and equipment
- Ensuring accountability and maintenance for all issued equipment
- Performing additional tasks or duties assigned
- Evaluating and modifying rescue tactics as needed

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Rescue Specialists in the National US&R Response System. The intent of these requirements is to select personnel fully capable of providing the rescue tactics and techniques required in a disaster environment.

IV. Required Training

The Rescue Specialist shall adhere to the following:

- Complete all administrative and general training requirements
- Meet requirements of NFPA 1006 (2008) Technical Rescuer Level 1 & 2 (Excluding Chapter 1 Administration: Section 1.3.3)
 - Chapter 5: Job Performance Requirements
 - Chapter 6: Rope Rescue (Levels 1 & 2)
 - Chapter 7: Confined Space Rescue (Levels 1 & 2)
 - Chapter 8: Trench Rescue (Levels 1 & 2)
 - Chapter 10: Vehicle and Machinery Rescue (Levels 1 & 2)

RESCUE SPECIALIST

I. Functional Description

The Rescue Specialist is responsible for performing the rescue function of the task force incident operation. The Rescue Specialist reports directly to a Rescue Squad Officer.

II. Description of Duties

The Rescue Specialist is responsible for the following:

- Implementing technical skills and operating equipment necessary for completing the rescue portion of the action plan
- Performing rescue operations under the direct supervision of a Rescue Squad Officer and providing periodic progress reports as needed
- Operating and conducting routine field maintenance of rescue tools and equipment
- Ensuring accountability and maintenance for all issued equipment
- Performing additional tasks or duties assigned
- Evaluating and modifying rescue tactics as needed

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Rescue Specialists in the National US&R Response System. The intent of these requirements is to select personnel fully capable of providing the rescue tactics and techniques required in a disaster environment.

IV. Required Training

The Rescue Specialist shall adhere to the following:

- Complete all administrative and general training requirements
- Meet requirements of NFPA 1006 (2008) Technical Rescuer Level 1 & 2 (Excluding Chapter 1 Administration: Section 1.3.3)
 - Chapter 5: Job Performance Requirements
 - Chapter 6: Rope Rescue (Levels 1 & 2)
 - Chapter 7: Confined Space Rescue (Levels 1 & 2)
 - Chapter 8: Trench Rescue (Levels 1 & 2)
 - Chapter 10: Vehicle and Machinery Rescue (Levels 1 & 2)

- Complete the National US&R Response System Structural Collapse Technician Course or a FEMA/DHS approved equivalent
- Complete the National US&R Response System GPS Awareness Level Course
- Current Certification in basic first aid for first responders or equivalent

V. Recommended Training

The Rescue Specialist should complete Chapter 11: Surface Water Rescue (Levels 1 & 2)

RESCUE SQUAD OFFICER

I. Functional Description

The Rescue Squad Officer is responsible for supervising one or more Task Force Rescue Squad(s). The Rescue Squad Officer reports directly to the Rescue Team Manager.

II. Description of Duties

The Rescue Squad Officer is responsible for the following:

- Directly supervising Rescue Squad(s) and other assigned personnel
- Implementing the rescue component of the task force tactical action plan
- Determining organizational and logistical needs for the rescue squad(s) and work site
- Providing periodic progress reports to the Rescue Team Manager
- Maintaining records and reports
- Preparing performance evaluations for assigned personnel
- Ensuring accountability and maintenance for all issued equipment
- Performing additional tasks or duties as assigned
- Evaluating and modifying rescue tactics as needed

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Rescue Squad Officers in the National US&R Response System. The intent of these requirements is to select functional officers capable of effectively managing and supervising the Rescue Squad(s) and assigned personnel in the urban disaster environment.

IV. Required Training

The Rescue Squad Officer shall adhere to the following:

- Meet all requirements for DHS/FEMA US&R Rescue Specialist
- Have experience in structural collapse operations to include participation in field exercise(s) and/or a deployment as a Rescue Specialist

V. Recommended Training

The Rescue Squad Officer should complete the following:

- Complete the National US&R Response System GPS Operations Level Course (when developed and implemented)
- Complete ICS-300 in accordance with the National Standard Curriculum Training Development Guidance
- Complete the National US&R Response System Rescue Officers Course (when developed and implemented system wide)
- Chapter 11: Surface Water Rescue (Levels 1&2)

RESCUE TEAM MANAGER

I. Functional Description

The Rescue Team Manager is responsible for managing and coordinating all operational functions of the task force. The Rescue Team Manager reports directly to the Task Force Leader.

II. Description of Duties

The Rescue Team Manager is responsible for the following:

- Assisting in the development and implementation of the task force tactical action plan
- Coordinating, managing, and supervising all functional groups involved in rescue activities
- Determining rescue organizational and logistical needs
- Receiving briefings and situation reports and ensuring that all rescue personnel are kept informed of mission objectives and status changes
- Providing situation updates and maintaining records and reports
- Preparing performance evaluations for assigned personnel
- Performing additional tasks or duties as assigned
- Ensuring accountability and maintenance for all issued equipment
- Ensuring accountability of all assigned personnel
- Providing a mission-specific rapid intervention plan that includes personnel and equipment needs

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Rescue Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising rescue operations in the urban disaster environment.

IV. Required Training

The Rescue Team Manager shall adhere to the following:

- Meet all requirements of DHS/FEMA US&R Rescue Squad Officer

- Complete ICS-300 in accordance with the National Standard Curriculum Training Development Guidance

V. Recommended Training

The Rescue Team Manager should complete the following:

- ICS-400 in accordance with the National Standard Curriculum Training Development Guidance
- National US&R Response System Disaster Search Planning and Management Course
- National US&R Response System GPS Operations Level Course (when developed and implemented system wide)
- National US&R Response System Rescue Officers' Course (when developed and implemented system wide)
- Chapter 11: Surface Water Rescue (Levels 1&2)

SAFETY OFFICER

I. Functional Description

The Task Force Safety Officer is responsible for monitoring and assessing the safety aspects of the task force during training, exercises and incident operations. The Safety Officer reports directly to the Task Force Leader.

II. Description of Duties

The Task Force Safety Officer is responsible for the following:

- Overseeing all health and safety of all task force personnel during day to day operations, training, and exercises as well as on deployment
- Coordinating with task force team managers relative to the health, welfare, and safe operations of their assigned personnel
- Preventing injuries and illness of task force members through appropriate administrative and engineering controls of hazards including enforcement of safety policies and procedures
- Conducting site safety analysis, completing required ICS documents for IAP/TAP, developing safety messages and conducting safety briefings
- Working with task force team managers to establish acceptable entry conditions and appropriate personal protective equipment to be worn by personnel entering the hazard zone
- Establishing and enforcing the use of a personnel accountability system to be used during training, exercises and actual disaster deployments
- Immediate intervention of activities to prevent the loss of life and prevention of injuries
- Conducting incident/accident investigations with appropriate task force personnel under the direction of the Task Force Leader
- Preparing post incident injury reports and submitting them to the Task Force Leader
- Preparing and maintaining entry permits, records, and reports
- Performing additional tasks or duties as assigned

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become task force safety officers in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising the safety function in the urban disaster environment.

IV. Required Training

The Task Force Safety Officer shall adhere to the following:

- Meet all administrative and general training requirements
- Complete the National US&R Response System GPS Awareness Level Course
- Complete ICS-300 in accordance with the National Standard Curriculum Training Development Guidance
- Complete the National US&R Response System US&R Safety Officer Course
- Meet requirements of NFPA 1006 (2008) Technical Rescuer Level 1 & 2 (Excluding Chapter 1 Administration: Section 1.3.3)
 - Chapter 5: Job Performance Requirements
 - Chapter 6: Rope Rescue (Levels 1 & 2)
 - Chapter 7: Confined Space Rescue (Levels 1 & 2)
 - Chapter 8: Trench Rescue (Levels 1 & 2)
 - Chapter 10: Vehicle and Machinery Rescue (Levels 1 & 2)
- Complete the National US&R Response System Structural Collapse Technician course or FEMA/DHS approved equivalent
- Current Certification in basic first aid for first responders or equivalent

V. Recommended Training

The task force Safety Officer should complete Chapter 11: Surface Water Rescue (Levels 1 & 2)

SEARCH TEAM MANAGER

I. Functional Description

The Search Team Manager is responsible for managing the search function of the task force and supervising the Canine Search Specialists and Technical Search Specialists. The Search Team Manager reports directly to the Task Force Leader.

II. Description of Duties

The Search Team Manager is responsible for the following:

- Developing and implementing the search component of the task force tactical action plan
- Coordinating, managing, and supervising all search and reconnaissance activities
- Participating in the oversight, administrative and operational control of the development, implementation and operational aspects of search component training (Canine Search Specialists, Technical Search Specialists and Search Team Managers)
- Participating in the Canine Search Specialist evaluation process at the task force level
- Providing research and development input at the task force level for the implementation and evaluation of new technologies, equipment, tactics and skills as they pertain to the search component
- Land navigation and site mapping
- Determining search and reconnaissance operational, organizational and logistical needs
- Ensuring that all assigned personnel are kept informed of mission objectives and status changes to include briefings and debriefings
- Preparing performance evaluations for assigned personnel
- Providing situation updates, documenting and maintaining records and reports
- Providing oversight for accountability, maintenance, and minor repairs for all issued/assigned equipment
- Performing additional tasks or duties as assigned

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Search Team Managers in the National US&R Response System. The intent of these requirements is to select functional managers, capable of effectively managing and supervising the search component, in the urban disaster environment.

IV. Required Training

The Search Team Manager shall adhere to the following:

- Meet all administrative and general training requirements
- Complete the National US&R Response System Technical Search Specialist Course
- Complete the National US&R Response System Canine Search Specialist Course
- Have experience in technical or canine search operations to include but not limited to participation in field exercise(s) and SAR deployments or equivalent qualification as determined by the Sponsoring Agency (This requirement does not apply to those members rostered as Search Team Managers prior to July 1, 2008)

V. Recommended Training

The Search Team Manager should complete the following:

- The National US&R Response System Structural Collapse Technician Course
- The National US&R Response System Task Force Leader Course
- The National US&R Response System Planning Team Training Course
- Technical rescue technician-level skill sets
- The National US&R Response System GPS/Land Navigation Technician Course
- ICS-300 in accordance with the National Standard Curriculum Training Development
- The requirements of NFPA 1006 (2008) Technical Rescuer Levels 1 and 2 (excluding Chapter 1: Administration, Section 1.3.3)
 - Chapter 5: Job Performance Requirements
 - Chapter 6: Rope Rescue (Levels 1 & 2)
 - Chapter 7: Confined Space Rescue (Levels 1 & 2)
 - Chapter 8: Trench Rescue (Levels 1 & 2)
 - Chapter 10: Vehicle and Machinery Rescue (Levels 1 & 2)
 - Chapter 11: Surface Water Rescue (Levels 1 & 2)

- A canine emergency field care course
- The National US&R Response System Search Planning and Management Course

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TASK FORCE LEADER

I. Functional Description

The Task Force Leader is responsible for managing all aspects of a mission including operational and administrative issues from the time of activation through the return to the home jurisdiction. This includes all personnel and equipment resources as well as overseeing and directly supervising the task force management. The TFL is responsible for the development and completion of all task force tactical objectives as well as the proper reporting, record keeping, and after-action requirements. The TFL reports directly to the DHS/FEMA NRCC during the mobilization and demobilization phases of the mission and the IST at a mission location.

II. Description of Duties

The Task Force Leader is responsible for the following:

- Developing and implementing the task force tactical action plan
- Addressing the coordination, management, and supervision of all TF activities
- Supervising the following positions:
 - Search Team Manager
 - Rescue Team Manager
 - Medical Team Manager
 - Logistics Team Manager
 - Planning Team Manager
 - Hazardous Materials Team Manager
 - Safety Officer
- Ensuring the development of all TF organizational and logistical needs
- Interacting with the IST Leader and/or his/her designee for coordination of all TF activities and support requirements
- Receiving briefings and ensuring that all TF personnel are kept informed of mission objectives and status changes
- Providing regular situation reports to the IST
- Providing regular reports to the Sponsoring Agency Chief
- Performing additional tasks and duties, as assigned during a mission
- Ensuring the completion of all the required reports and maintenance of records
- Ensuring that incident stress management activities are planned and conducted

- Ensuring resource acquisitions are properly processed
- Preparing performance evaluations for assigned personnel
- Manage all demobilization and return to readiness issues
- Performing additional tasks or duties as assigned

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Task Force Leaders in the National US&R Response System. The intent of these requirements is to select functional managers capable of effectively managing and supervising all aspect of the task force in the urban disaster environment.

IV. Required Training

The Task Force Leader shall adhere to the following:

- Meet all administrative and general training requirements
- Complete ICS-400 in accordance with the National Standard Curriculum Training Development Guidance
- Complete the National US&R Response System Task Force Leaders' Course

TECHNICAL INFORMATION SPECIALIST

I. Functional Description

The Technical Information Specialist is responsible for documenting, tracking, and retrieving all pertinent information for the task force during incident operations. The Technical Information Specialist reports directly to the Planning Team Manager.

II. Description of Duties

The Technical Information Specialist is responsible for the following:

- Gathering requested information from all available sources and forwarding to the Planning Team Manager for incorporation in the planning function
- Creating, displaying, providing and compiling documentation for all pertinent task force and incident information via written, audio, and visual media
- Providing accountability, maintenance, and minor repairs for all planning team equipment
- Performing additional tasks or duties as assigned

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Technical Information Specialists in the National US&R Response System. The intent of these requirements is to select personnel who are fully capable of providing competent information management for the task force in the urban disaster environment.

IV. Required Training

The Technical Information Specialist shall adhere to the following:

- Meet all administrative and general training requirements
- Complete the National US&R Response System Planning Team Training Course

V. Recommended Training

The Technical Information Specialist should complete ICS-300 in accordance with the National Standard Curriculum Training Development Guidance.

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TECHNICAL SEARCH SPECIALIST

I. Functional Description

The Technical Search Specialist is responsible for performing the technical search function of the task force incident operation. The Technical Search Specialist reports directly to the Search Team Manager.

II. Description of Duties

The Technical Search Specialist is responsible for the following:

- Searching structures in US&R environments or other locations indicated in the mission assignment, utilizing appropriate technical search equipment and techniques
- Documenting and marking locations of victims, potential victims and hazards
- Making assessments through the use of technical search equipment
- Land navigation and site mapping
- Cooperating with and assisting other search and rescue resources
- Providing accountability, maintenance, and minor repairs of all issued equipment
- Performing additional tasks or duties as assigned

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Technical Search Specialists in the National US&R Response System. The intent of these requirements is to select competent personnel, fully capable of providing state-of-the-art search techniques and tactics required, in the urban disaster environment.

IV. Required Training

The Technical Search Specialist shall adhere to the following:

- Meet all general training requirements
- Complete the National US&R Response System Technical Search Specialist Course
- Complete all technical rescue skill sets and additional required rope rescue skills as identified Appendix D at the end of this manual

V. Recommended Training

The Technical Search Specialist should complete the following:

- A National US&R Response System Canine Search Specialist course
- The National US&R Response System Search Planning & Management Course
- Meet requirements of NFPA 1006 (2008) Technical Rescuer Levels 1 & 2 (Excluding Chapter 1 Administration: Section 1.3.3)
 - Chapter 5: Job Performance Requirements
 - Chapter 6: Rope Rescue (Levels 1 & 2)
 - Chapter 7: Confined Space Rescue (Levels 1 & 2)
 - Chapter 8: Trench Rescue (Levels 1 & 2)
 - Chapter 10: Vehicle and Machinery Rescue (Levels 1 & 2)
 - Chapter 11: Surface Water Rescue (Levels 1 & 2)
- The National US&R Response System Structural Collapse Technician Course or FEMA/DHS approved equivalent
- A canine emergency field care course

WATER RESCUE SPECIALIST

I. Functional Description

The Water Rescue Specialist is responsible for performing water operations of the task force incident operation. The Water Rescue Specialist reports directly to a Rescue Squad Officer.

II. Description of Duties

The Water Rescue Specialist is responsible for the following:

- Implementing technical skills and operating equipment necessary for completing the water rescue portion of the action plan in a safe manner
- Performing supervised water operations and providing periodic progress reports as needed
- Operating and performing routine field maintenance of watercraft and equipment
- Ensuring accountability and maintenance for all issued equipment
- Performing additional tasks or duties as assigned
- Evaluating and modifying water operational tactics as needed

III. Position Requirements and Criteria

Individuals who meet the following requirements and criteria will be eligible to become Water Rescue Specialists in the DHS/FEMA National US&R Response System. The intent of these requirements is to select personnel who are fully capable of providing the water operational tactics and techniques required in a disaster environment.

IV. Required Training

The Water Rescue Specialist shall adhere to the following:

- Complete all administrative and general training requirements
- Complete the FEMA National US&R Response System GPS / Land Navigation Operations Course
- Meet requirements of NFPA 1006 (2008):

- Chapter 5: Job Performance Requirements
 - Chapter 6: Rope Rescue (Levels 1 & 2)
 - Chapter 11: Surface Water Rescue (Levels 1 & 2)
- Safe boating certificate recognized by the National Safe Boating Council
- Boat operator requirements as outlined in Water Rescue Specialist Position Task Book

Appendix H

Points of Contact

1. Cory Schmidt, Fire Chief
Grand Island Fire Department
100 E. 1st St.
Grand Island, NE 68801
308-389-0220

Nebraska Task Force 1

1. Brad Thavenet, NE-TF1 Program Manager
901 West Bond Street, #140
Lincoln, NE 68521
402-441-8799
2. Michael Despain, Fire Chief
Lincoln Fire & Rescue
1801 Q Street
Lincoln, NE 68508
402-441-8350
3. Elizabeth Elliott, City of Lincoln Legal Department
555 South 10th Street
Lincoln, NE 68508
402-441-6605
4. Bill Kostner, City of Lincoln Risk Management
233 South 10th Street
Lincoln, NE 68508
402-441-6009

Appendix I

**National Urban Search and Rescue Response System Act of 2016
[S. 2971]**

PUBLIC LAW 114-326—DEC. 16, 2016

**NATIONAL URBAN SEARCH AND RESCUE
RESPONSE SYSTEM ACT OF 2016**

Public Law 114-326
114th Congress

An Act

Dec. 16, 2016
[S. 2971]

To authorize the National Urban Search and Rescue Response System.

National Urban
Search and
Rescue Response
System Act of
2016.
42 USC 5121
note.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “National Urban Search and Rescue Response System Act of 2016”.

SEC. 2. NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM.

(a) **IN GENERAL.**—Title III of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5141 et seq.) is amended by adding at the end the following:

42 USC 5165f.
Applicability.

“SEC. 327. NATIONAL URBAN SEARCH AND RESCUE RESPONSE SYSTEM.

“(a) DEFINITIONS.—In this section, the following definitions shall apply:

“(1) ADMINISTRATOR.—The term ‘Administrator’ means the Administrator of the Federal Emergency Management Agency.

“(2) AGENCY.—The term ‘Agency’ means the Federal Emergency Management Agency.

“(3) HAZARD.—The term ‘hazard’ has the meaning given the term in section 602.

“(4) NONEMPLOYEE SYSTEM MEMBER.—The term ‘non-employee System member’ means a System member not employed by a sponsoring agency or participating agency.

“(5) PARTICIPATING AGENCY.—The term ‘participating agency’ means a State or local government, nonprofit organization, or private organization that has executed an agreement with a sponsoring agency to participate in the System.

“(6) SPONSORING AGENCY.—The term ‘sponsoring agency’ means a State or local government that is the sponsor of a task force designated by the Administrator to participate in the System.

“(7) SYSTEM.—The term ‘System’ means the National Urban Search and Rescue Response System to be administered under this section.

“(8) SYSTEM MEMBER.—The term ‘System member’ means an individual who is not a full-time employee of the Federal Government and who serves on a task force or on a System management or other technical team.

“(9) TASK FORCE.—The term ‘task force’ means an urban search and rescue team designated by the Administrator to participate in the System.

“(b) **GENERAL AUTHORITY.**—Subject to the requirements of this section, the Administrator shall continue to administer the emergency response system known as the National Urban Search and Rescue Response System.

“(c) **FUNCTIONS.**—In administering the System, the Administrator shall provide for a national network of standardized search and rescue resources to assist States and local governments in responding to hazards.

“(d) **TASK FORCES.**—

“(1) **DESIGNATION.**—The Administrator shall designate task forces to participate in the System. The Administration shall determine the criteria for such participation.

“(2) **SPONSORING AGENCIES.**—Each task force shall have a sponsoring agency. The Administrator shall enter into an agreement with the sponsoring agency with respect to the participation of each task force in the System.

“(3) **COMPOSITION.**—

“(A) **PARTICIPATING AGENCIES.**—A task force may include, at the discretion of the sponsoring agency, one or more participating agencies. The sponsoring agency shall enter into an agreement with each participating agency with respect to the participation of the participating agency on the task force.

“(B) **OTHER INDIVIDUALS.**—A task force may also include, at the discretion of the sponsoring agency, other individuals not otherwise associated with the sponsoring agency or a participating agency. The sponsoring agency of a task force may enter into a separate agreement with each such individual with respect to the participation of the individual on the task force.

“(e) **MANAGEMENT AND TECHNICAL TEAMS.**—The Administrator shall maintain such management teams and other technical teams as the Administrator determines are necessary to administer the System.

“(f) **APPOINTMENT OF SYSTEM MEMBERS INTO FEDERAL SERVICE.**—

“(1) **IN GENERAL.**—The Administrator may appoint a System member into Federal service for a period of service to provide for the participation of the System member in exercises, preincident staging, major disaster and emergency response activities, and training events sponsored or sanctioned by the Administrator.

“(2) **NONAPPLICABILITY OF CERTAIN CIVIL SERVICE LAWS.**—The Administrator may make appointments under paragraph (1) without regard to the provisions of title 5, United States Code, governing appointments in the competitive service.

“(3) **RELATIONSHIP TO OTHER AUTHORITIES.**—The authority of the Administrator to make appointments under this subsection shall not affect any other authority of the Administrator under this Act.

“(4) **LIMITATION.**—A System member who is appointed into Federal service under paragraph (1) shall not be considered an employee of the United States for purposes other than those specifically set forth in this section.

“(g) **COMPENSATION.**—

“(1) **PAY OF SYSTEM MEMBERS.**—Subject to such terms and conditions as the Administrator may impose by regulation,

Contracts.

Determination.
Criteria.

Reimbursement.

the Administrator shall make payments to the sponsoring agency of a task force—

“(A) to reimburse each employer of a System member on the task force for compensation paid by the employer to the System member for any period during which the System member is appointed into Federal service under subsection (f)(1); and

“(B) to make payments directly to a nonemployee System member on the task force for any period during which the nonemployee System member is appointed into Federal service under subsection (f)(1).

“(2) REIMBURSEMENT FOR EMPLOYEES FILLING POSITIONS OF SYSTEM MEMBERS.—

“(A) IN GENERAL.—Subject to such terms and conditions as the Administrator may impose by regulation, the Administrator shall make payments to the sponsoring agency of a task force to be used to reimburse each employer of a System member on the task force for compensation paid by the employer to an employee filling a position normally filled by the System member for any period during which the System member is appointed into Federal service under subsection (f)(1).

“(B) LIMITATION.—Costs incurred by an employer shall be eligible for reimbursement under subparagraph (A) only to the extent that the costs are in excess of the costs that would have been incurred by the employer had the System member not been appointed into Federal service under subsection (f)(1).

“(3) METHOD OF PAYMENT.—A System member shall not be entitled to pay directly from the Agency for a period during which the System member is appointed into Federal Service under subsection (f)(1).

“(h) PERSONAL INJURY, ILLNESS, DISABILITY, OR DEATH.—

“(1) IN GENERAL.—A System member who is appointed into Federal service under subsection (f)(1) and who suffers personal injury, illness, disability, or death as a result of a personal injury sustained while acting in the scope of such appointment, shall, for the purposes of subchapter I of chapter 81 of title 5, United States Code, be treated as though the member were an employee (as defined by section 8101 of that title) who had sustained the injury in the performance of duty.

“(2) ELECTION OF BENEFITS.—

“(A) IN GENERAL.—A System member (or, in the case of the death of the System member, the System member's dependent) who is entitled under paragraph (1) to receive benefits under subchapter I of chapter 81 of title 5, United States Code, by reason of personal injury, illness, disability, or death, and to receive benefits from a State or local government by reason of the same personal injury, illness, disability or death shall elect to—

“(i) receive benefits under such subchapter; or

“(ii) receive benefits from the State or local government.

“(B) DEADLINE.—A System member or dependent shall make an election of benefits under subparagraph (A) not later than 1 year after the date of the personal injury,

illness, disability, or death that is the reason for the benefits, or until such later date as the Secretary of Labor may allow for reasonable cause shown.

“(C) EFFECT OF ELECTION.—An election of benefits made under this paragraph is irrevocable unless otherwise provided by law.

“(3) REIMBURSEMENT FOR STATE OR LOCAL BENEFITS.—Subject to such terms and conditions as the Administrator may impose by regulation, if a System member or dependent elects to receive benefits from a State or local government under paragraph (2)(A), the Administrator shall reimburse the State or local government for the value of the benefits.

“(4) PUBLIC SAFETY OFFICER CLAIMS.—Nothing in this subsection shall be construed to bar any claim by, or with respect to, any System member who is a public safety officer, as defined in section 1204 of title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b), for any benefits authorized under part L of title I of that Act (42 U.S.C. 3796 et seq.).

“(i) LIABILITY.—A System member appointed into Federal service under subsection (f)(1), while acting within the scope of the appointment, shall be considered to be an employee of the Federal Government under section 1346(b) of title 28, United States Code, and chapter 171 of that title, relating to tort claims procedure.

“(j) EMPLOYMENT AND REEMPLOYMENT RIGHTS.—With respect to a System member who is not a regular full-time employee of a sponsoring agency or participating agency, the following terms and conditions apply:

Applicability.

“(1) SERVICE.—Service as a System member shall be considered to be ‘service in the uniformed services’ for purposes of chapter 43 of title 38, United States Code, relating to employment and reemployment rights of individuals who have performed service in the uniformed services (regardless of whether the individual receives compensation for such participation). All rights and obligations of such persons and procedures for assistance, enforcement, and investigation shall be as provided for in such chapter.

“(2) PRECLUSION.—Preclusion of giving notice of service by necessity of appointment under this section shall be considered to be preclusion by ‘military necessity’ for purposes of section 4312(b) of title 38, United States Code, pertaining to giving notice of absence from a position of employment. A determination of such necessity shall be made by the Administrator and shall not be subject to judicial review.

Determination.

“(k) LICENSES AND PERMITS.—If a System member holds a valid license, certificate, or other permit issued by any State or other governmental jurisdiction evidencing the member’s qualifications in any professional, mechanical, or other skill or type of assistance required by the System, the System member is deemed to be performing a Federal activity when rendering aid involving such skill or assistance during a period of appointment into Federal service under subsection (f)(1).

“(l) PREPAREDNESS COOPERATIVE AGREEMENTS.—Subject to the availability of appropriations for such purpose, the Administrator shall enter into an annual preparedness cooperative agreement

with each sponsoring agency. Amounts made available to a sponsoring agency under such a preparedness cooperative agreement shall be for the following purposes:

“(1) Training and exercises, including training and exercises with other Federal, State, and local government response entities.

“(2) Acquisition and maintenance of equipment, including interoperable communications and personal protective equipment.

“(3) Medical monitoring required for responder safety and health in anticipation of and following a major disaster, emergency, or other hazard, as determined by the Administrator.

“(m) RESPONSE COOPERATIVE AGREEMENTS.—The Administrator shall enter into a response cooperative agreement with each sponsoring agency, as appropriate, under which the Administrator agrees to reimburse the sponsoring agency for costs incurred by the sponsoring agency in responding to a major disaster or emergency.

“(n) OBLIGATIONS.—The Administrator may incur all necessary obligations consistent with this section in order to ensure the effectiveness of the System.

“(o) EQUIPMENT MAINTENANCE AND REPLACEMENT.—Not later than 180 days after the date of enactment of this section, the Administrator shall submit to the appropriate congressional committees (as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101)) a report on the development of a plan, including implementation steps and timeframes, to finance, maintain, and replace System equipment.”

(b) CONFORMING AMENDMENTS.—

(1) APPLICABILITY OF TITLE 5, UNITED STATES CODE.—Section 8101(1) of title 5, United States Code, is amended—

(A) in subparagraph (D), by striking “and” at the end;

(B) by transferring subparagraph (F) to between subparagraph (E) and the matter following subparagraph (E);

(C) in subparagraph (F)—

(i) by striking “United States Code,”; and

(ii) by adding “and” at the end; and

(D) by inserting after subparagraph (F) the following:

“(G) an individual who is a System member of the National Urban Search and Rescue Response System during a period of appointment into Federal service pursuant to section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act;”

(2) INCLUSION AS PART OF UNIFORMED SERVICES FOR PURPOSES OF USERRA.—Section 4303 of title 38, United States Code, is amended—

(A) in paragraph (13), by inserting “, a period for which a System member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act” before “, and a period”; and

(B) in paragraph (16), by inserting “System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under

Deadline.
Reports.
Implementation
plan.

section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act,” after “Public Health Service.”

(c) TECHNICAL AMENDMENT.—Section 1086(d) of the National Defense Authorization Act for Fiscal Year 2013 is amended as follows (which amendments shall take effect as if enacted on January 2, 2013)—

42 USC 3791
note.

(1) in paragraph (1)—

(A) by striking “paragraph (1)” and inserting “paragraph (2)”; and

(B) in subparagraph (B) by striking “filed or” and inserting “filed (consistent with pre-existing effective dates) or”; and

(2) in paragraph (2)(A), by striking “amendments made by this Act” and inserting “amendments made to section 1204 of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b) by this Act”.

Approved December 16, 2016.

LEGISLATIVE HISTORY—S. 2971:

SENATE REPORTS: No. 114-307 (Comm. on Homeland Security and Governmental Affairs).

CONGRESSIONAL RECORD, Vol. 162 (2016):

Nov. 30, considered and passed Senate.

Dec. 7, considered and passed House, amended.

Dec. 9, Senate concurred in House amendment.



Appendix J
FEMA Worker's Compensation Process
USR PD 2015-007



FEMA

US&R PROGRAM DIRECTIVE – 2015-007

November 16, 2015

FOR: National Urban Search & Rescue Response System
Task Force Representatives

FROM: Fred Endrikat, Chief
Urban Search and Rescue Branch *Fred Endrikat*

SUBJECT: US&R Program Directive 2015-007 – Workers' Compensation Program (WCP)
Procedure

Digitally signed by Fred Endrikat
DN: cn=Fred Endrikat, o=Federal Emergency
Management Agency, ou=Operations
Division / Urban Search & Rescue Branch,
email=fred.endrikat@fema.dhs.gov, c=US
Date: 2015.11.16 17:18:44 -0500

Implementation Date: November 16, 2015; **Re-issue Date:** November 16, 2018

The purpose of this Program Directive is to provide guidance to the National Urban Search and Rescue (US&R) Response System (the System) regarding the proper procedures for filing a Workers' Compensation claim. FEMA is now using the U.S. Department of Labor (DOL) ECOMP Filing System for entering claims into this system. This system allows the claimant to track the progress of their claim at any time.

The individuals and organizations involved in the workers' compensation claims process, and their responsibilities, are:

- The employee filing the claim, a System member: Responsible for ensuring the completion and submission of appropriate DOL forms to WCP.
- The employee's supervisor, a Task Force Leader (TFL) or Incident Support Team Leader (ISTL): Responsible for reviewing and signing all appropriate DOL forms.
- The DOL Office of Workers' Compensation Programs (OWCP): The single organization responsible for approving claims. The Federal Employees' Compensation Act (FECA) is administered by the DOL OWCP.
- The FEMA Workers' Compensation Program (WCP): Responsible for serving as the liaison between the System member filing a claim and DOL, and reviewing submissions to ensure that the packages are complete. FEMA's WCP is located in FEMA Headquarters and any questions a System member has about the status of their claim should be directed to FEMA's WCP.
- The FEMA US&R Branch: Responsible for providing assistance and recordkeeping for all System claims filed with FEMA's WCP. Shu-Ahn Li, Program Specialist, US&R Branch is the Workers' Compensation (WC) Liaison.

www.fema.gov

REQUIRED ACTIONS

The following is the process for filing a WC claim through the DOL ECOMP Filing System.

New DOL On-Line ECOMP Filing System, Form Review and Status Contact Information:
<https://www.ecomp.dol.gov/?t=1441395091733#>

This is a user-friendly system, but additional information is provided in the attached guidelines:
A - ECOMP Screens for TF, B - ECOMP SOP Injured Worker Filing Claims, and C - ECOMP SOP Supervisor Review.

When accessing the ECOMP system for the first time, the System member will need to:

1. Follow the attached guidelines *ECOMP Screens for TF* for completing specific boxes in specific screens.
2. Register, create a user account, and create a password.
3. Initiate, complete and file the OSHA-301 first in order to access the CA-1 and CA-2 screens.
4. Identify and provide the contact information for the appropriate on-site supervisor (TFL or ISTL) who can assist in answering specific questions about the System member's injury/illness in case the System member is not available when a FEMA WCP specialist needs additional information. This contact information will need to be provided in a separate scanned document that must be uploaded into ECOMP (form CA-1, step 1D Attachments).
5. Complete the ECOMP CA-1 forms/screens until the System member sees the screen "This form has been forwarded for review" which is ECOMP's confirmation of completion.
6. The System member should notify US&R WC Liaison, Shu-Ahn Li, once they complete the CA-1 submission in ECOMP.

If an injury/illness occurs during a deployment or an exercise and computer access is unavailable, the following are instructions for filing a paper claim. Completed paper DOL forms must be scanned and submitted by email or fax to the US&R WC Liaison, Shu-Ahn Li. In addition, these instructions provide further clarification on the same DOL forms for online use.

1. Deployment or US&R Sanctioned Training Exercise – Injury or Illness Notification Requirements:

- a) Within a TF:
 - i. the System member should inform their TFL
 - ii. the TFL should inform the task force Medical Team Manager, who will provide the appropriate DOL forms (CA-1, CA-2 and/or CA-16) to the System member
 - iii. the TF Medical Team Manager should inform the TF Safety Officer and the TF Planning Officer (who maintains copies of the DOL forms for TF records)

www.fema.gov

- b) Within an IST:
 - iv. the System member should inform their ISTL, Task Force Representative (TFR), and Program Manager
 - v. the ISTL should inform the IST Medical Officer, who will provide the appropriate DOL forms (CA-1, CA-2 and/or CA-16) to the System member
 - vi. the IST Medical Officer should inform the IST Safety Officer, the IST Planning Section Chief, and the IST Situation Unit Leader

If telephone systems are not available, then secure radios, satellite phones, or email should be used for these notifications.

2. Completion of the Appropriate DOL Forms

DOL provides an in-depth description of FECA on their webpage, *Division of Federal Employee Compensation – Frequently Asked Questions* at the following link:
<http://www.dol.gov/owcp/dfec/fec-faq.htm>.

- a) The **DOL CA-1 form** *Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation* is completed **for a traumatic injury** which is an injury which can be pinpointed to have occurred during one particular work shift. For example, falling down the steps during a work shift is a traumatic injury. For additional details, see 20 CFR Part 10.100, *How and when is a notice of traumatic injury filed?* The CA-1 must be completed and signed by the System member and the supervisor (TFL or ISTL), and a witness if appropriate. The supervisor must sign in two separate boxes. The DOL must receive electronic Form CA-1 within 30 days of the date of the employee's notice of a job-related injury in order to receive continuation of pay.
- b) The **DOL CA-2 form** *Notice of Occupational Disease and Claim for Compensation* is completed **for an occupational disease** which is a medical condition and/or illness that has developed due to work activities performed over more than one work shift. For additional details, see 20 CFR Part 10.101 *How and when is a notice of occupational disease filed?* The CA-2 must also be completed and signed by the System member and the supervisor (TFL or ISTL), and a witness if appropriate. The supervisor must sign in two separate boxes and give the Receipt section to the System member for their records.
- c) The **DOL CA-16 form** *Authorization for Examination And/Or Treatment* is completed **for a traumatic injury requiring immediate medical treatment**. The completion of this form by an Authorizing Official and Attending Physician allows the System member to obtain medical treatment immediately. This authorization covers non-surgical treatment and continues for up to 60 calendar days from the date of injury. If the case is approved, the System member will remain entitled to medical treatment for the accepted condition. However, if the case is denied, the authorization provided by Form CA-16 will not be valid after the date of denial. The CA-16 must be completed and signed by the Authorizing Official (the TFL, ISTL TF Medical Team Manager or the IST Medical Officer) and the Attending Physician.
- d) This information is in the attached reference chart: *D - Types of Injuries and Appropriate Forms*.

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3. Temporary Excepted Federal Volunteer Status for System Responses:

When System members are activated for a response by the US&R Branch, they assume the status of Temporary Excepted Federal Volunteer (per 44 CFR Part 208.11) and should be covered by FECA as long as the following ten requirements are fulfilled:

- a) The System member's task force must have an Appointment Affidavit on file.
- b) The System member's task force must also have on file: an employment application, resume, and current certificates/credentials (when applicable).
- c) The System member's name is on the Activation Order roster;
- d) The System member obtains the appropriate DOL claim forms from their medical team personnel;
- e) The System member provides detailed documentation of their injuries on the DOL form CA-1 and/or documents their illness or exposure to hazardous substances on the DOL form CA-2;
- f) The System member completes and signs the employee's portion of the CA-1/or CA-2 form(s) and submits them to their supervisor;
- g) The System member's supervisor reviews the employee's section of the CA-1 and/or CA-2 form(s), completes and signs the supervisor's section(s) of the form(s), completes and returns the receipt that is attached to the CA-1 and CA-2 forms to the employee;
- h) The System member's supervisor must also document the employee's injury in the unit log and forward copies of the CA-1 and CA-2 forms to the TF Medical Team Manager or the IST Medical Officer;
- i) Finally, the System member must coordinate with their TFR or Program Manager to ensure that a copy of the form(s) is retained and are emailed or faxed to the US&R Branch Workers' Compensation Liaison and to the FEMA WCP.
- j) Completed and signed DOL claim forms **must be scanned and submitted by email to both:**
 - The FEMA WCP at: FEMA-HC-Workers-Compensation@fema.dhs.gov
 - The US&R Branch WC Liaison Shu-Ahn Li at: Shu-Ahn.Li@fema.dhs.gov

4. Temporary Excepted Federal Volunteer Status for Sanctioned Training Exercises:

When System members attend System training that has been sponsored or sanctioned by the US&R Branch, they should be covered by FECA as long as they are activated under their Federal status and under Federal supervision. The following five requirements must be followed to ensure these requirements are met:

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- b) The System member's task force must also have on file: an employment application, resume, and current certificates/credentials (when applicable).
- c) The System member received written notice of their activation into Federal status for the training. The training sanction letter shall include a roster of personnel attending training

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and serve as the authorization to activate personnel for training. The US&R Branch will not be issuing a formal activation order;

- d) The System member follows the instructions of the senior Federal supervisor (identified in *Attachment E – “FEMA Training Request Form”* for each course) for the training course as appointed by the US&R Branch. The *FEMA Training Request Form* must have been completed for the course as it identifies the senior Federal supervisor who will be providing oversight for the Federal Government. This document is completed to support FECA coverage for System members from the time of departure to the training site to the time of their return home;
- e) The System member’s name is on the official roster that is approved by both the task force Program Manager and the US&R Branch.

5. Claim Status Contact Information:

Once FEMA’s Workers’ Compensation Program receives completed and signed DOL forms by email, a WCP representative reviews the forms for accuracy and completeness before forwarding the forms to DOL. FEMA’s Workers’ Compensation Program has one general telephone number to receive calls and messages.

- a) System members should contact FEMA’s Workers’ Compensation Program directly to find out the status of their claim at: **(877) 791-3362**.
- b) System members may also contact DOL’S ACS Webbill Processing Portal directly to find out the status of their claim at: **(850) 558-1818**.

6. FECA Coverage

Please be aware that while it is stated on DOL’s website that *“All injuries, including disease proximately caused by employment, sustained while in the performance of duty by civilian employees of the United States, except for non-appropriated fund employees, are covered”* it **remains entirely the employee’s responsibility to “...provide medical and factual evidence to establish the essential elements of the claim, i.e., that the claim was filed within the statutory time requirements of the FECA, the injured or deceased person was an employee within the meaning of the FECA, the employee sustained an injury or disease, the employee was in the performance of duty when the injury occurred, and the condition found resulted from the injury...”**

In general, FECA does **NOT** cover pre-existing conditions and any conditions that **cannot be directly related to work activity, but “[pre-existing] Diseases and illnesses aggravated, accelerated or precipitated by the employment are covered. The employee must submit medical and factual evidence that establishes that the employment aggravated, accelerated, or precipitated the condition.”**

Please see <http://www.dol.gov/owcp/dfec/regs/compliance/feca550q.htm> for further details.

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7. Task Force Insurance Coverage

System members should also be aware of any coverage provided by their task force’s insurance policy that may cover claims denied by DOL’s OWCP.

Additionally, you will find two attachments which provide guidance specifically related to the 9/11 World Trade Center disaster: 1) *Attachment F - “IN-TF1 9-11 Health Guidance”* This is a memorandum developed by IN-TF1 that provides a detailed overview of Workers’ Compensation issues” and 2) *Attachment G – “9-11 WTC Health Resources.”* Although not directly connected to FEMA’s Workers Compensation program, this information is provided as additional resource information for workers compensation.

All questions regarding any workers’ compensation issues may be directed to Shu-Ahn Li by email or by telephone at 202-646-2674.

Attachments:

- A – ECOMP Screens for TF
- B – ECOMP SOP Injured Worker Filing Claims
- C – ECOMP SOP Supervisor Review
- D – Types of Injuries and Appropriate Forms
- E – FEMA Training Request Form
- F – IN-TF1 9-11 Health Guidance
- G – 9-11 WTC Health Resources

cc:

US&R Strategic Group
US&R Advisory Group
US&R Branch Staff
FEMA Regional/Federal/International ESF #9 Representatives

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FECA BENEFITS

CONTINUATION OF PAY (COP) – The FECA provides that an employee's regular pay may continue for up to 45 calendar days of disability following a traumatic injury. COP is not provided for occupational disease or illness. Use of COP days must be supported by medical evidence.

WAGE LOSS - If an employee is disabled for work as a result of the accepted condition for a period that exceeds the 45 days of COP, or is disabled for work as the result of an occupational disease or illness, he/she may claim compensation for wage loss.

LEAVE REPURCHASE – The employee may decide to use sick or annual leave during a period of disability from work. If/when the claim is accepted, the employee is eligible to apply for the repurchase of this leave.

MEDICAL SERVICES – Under FECA, an injured employee is entitled to the payment of medical bills incurred for the treatment of any accepted work-related condition. The employee also is entitled to the initial choice of physician for the treatment. Medical bills must be received by OWCP by the end of the calendar year of the date of service or by the date that the claim was accepted, whichever is later.

OUT OF POCKET EXPENSES - If the employee has incurred expenses for the treatment of the work-related injury, he/she may make a claim for reimbursement to OWCP on Form CA-915.

TRAVEL - Travel to and from medical treatment may also be claimed by an employee with an accepted Worker's Compensation claim.

THE EMPLOYEE'S RIGHTS AND RESPONSIBILITIES

- Report work-related injuries or illness as soon as possible
- Ensure that the Supervisor completes his/her portion of the appropriate claim form
- Submit completed claim forms to the FEMA Workers' Compensation Center within 24 hours of receipt
- Provide evidence to support the claim in a timely manner to the FEMA Center
- Immediately report all changes in medical status to his/her supervisor
- Return to work as soon as the effects of the injury or illness have resolved and/or as soon as the physician says you can
- When medical evidence shows that total disability has ended, OWCP requires that the injured employee seek work
- The FEMA Center will work with the Agency and employee to determine if light or limited duty would be available to accommodate any medical restrictions



FEMA

EMPLOYEES' GUIDE TO WORKERS' COMPENSATION

**FEMA Workers'
Compensation Center**

NEWWAVE/WCC, LLC

6601 Little River Turnpike, Suite 300
Alexandria, VA 22312

Phone (703) 333-5660 (FEMA Local Call)
(888) 750-3362 (FEMA Long Distance Call)
Fax: (703) 941-9420

Judith Jarchow
Claims Center Manager
(703) 333-5661
jjarchow@wccms.com

WHAT IS FECA?

FEDERAL EMPLOYEES' COMPENSATION ACT

Civilian employees of the United States are covered under the Federal Employees' Compensation Act (FECA). The FECA provides compensation benefits to Federal employees for disability due to personal injury or disease sustained while in the performance of duty. The FECA also provides for payment of benefits to dependents if a work-related injury or disease causes an employee's death. This coverage is extended to all civilian employees of the Federal Government and others covered by law or regulation and is intended to be remedial in nature. Proceedings under the FECA are nonadversarial.

Benefits under the FECA is the sole remedy available to Federal employees against the U.S. Government for work-related injury, illness, or death. A Federal employee or surviving dependent is not entitled to sue the United States or recover damages for such injury or death under any other law.

The FECA is a Federal law administered by the U.S. Department of Labor (DOL), Office of Workers' Compensation Programs (OWCP). The U.S. Department of Labor makes all entitlement decisions.

The FEMA Workers' Compensation Center serves the injured employee by providing the appropriate FECA forms and information regarding entitlement, benefits, and other workers compensation issues. The FEMA Center offers guidance and counseling regarding the FECA process to injured employees and supervisors and acts as a liaison between the Agency and OWCP and the claimant.

SIX REQUIREMENTS FOR ENTITLEMENT

REPORTING – Employees who are injured while in the performance of duty must complete Form CA-1 or CA-2 for a work-related injury or illness and report his/her injury as soon as possible to a supervisor and provide the form to the supervisor.

TIME – All compensation cases must satisfy the time requirements of FECA. A claim for compensation must be filed within three years of the injury or death for traumatic events. (If a claim is not filed within three years of the injury or death, compensation may be allowed if written notice of injury to FEMA was given within 30 days after occurrence.) This knowledge may consist of written records or verbal notification; an entry into an employee's medical record may also satisfy this requirement if it is sufficient to place the Agency on notice of a possible work-related injury or illness. However, in cases of a latent disability, the time for filing a claim does not begin to run until the employee becomes aware, or reasonably aware, of a possible relationship between the medical disability and the employment.

CIVIL EMPLOYEE – It must be established that the injured or deceased individual was an employee within the meaning of the law at the time of the event that caused the injury/illness or was otherwise covered by legislation or regulation.

FACT OF INJURY – The claim must demonstrate that the employee, in fact, sustained an injury or disease. Two factors are involved in this determination:

1. The employee actually experienced the accident, event, or exposure.
2. A medical condition is present, which

could have resulted from the accident or employment.

PERFORMANCE OF DUTY – The claim must establish that the employee was performing assigned duties at the time of the injury or was engaged in an activity reasonably incident to the employment.

CAUSAL RELATIONSHIP – Unlike Fact of Injury, which merely determines if a medical condition is present, Causal Relationship requires establishment of a connection between the injury/illness and the medical condition found. This factor is based entirely on medical evidence provided by physicians who have examined and treated the injured individual.

WHAT IS COVERED UNDER THE FECA?

TRAUMATIC INJURY – A traumatic injury is a wound or other condition of the body caused by external force, including stress or strain, and identifiable by time and place of occurrence. A specific event or series of events within a single workday or shift causes a traumatic injury.

FORM CA-1 is filed in the event of a traumatic injury

OCCUPATIONAL DISEASE OR ILLNESS An occupational disease or illness is a condition produced in the work environment over a period longer than one workday or shift. It may result from systemic infection, repeated stress, and exposure to toxins, poisons, fumes or other continuing conditions of the work environment.

FORM CA-2 is filed in the event of an Occupational disease or illness

The Form CA-1 or CA-2 should be given to his/her supervisor as soon as possible for their completion and signature. The supervisor must submit the CA-1 or CA-2 to WCC within 24 hours after receipt of the form from the employee.



FEMA

US&R PROGRAM DIRECTIVE – 2015-007

November 16, 2015

FOR: National Urban Search & Rescue Response System
Task Force Representatives

FROM: Fred Endrikat, Chief
Urban Search and Rescue Branch

SUBJECT: US&R Program Directive 2015-007 – Workers' Compensation Program (WCP)
Procedure

Implementation Date: November 16, 2015; **Re-issue Date:** November 16, 2018

The purpose of this Program Directive is to provide guidance to the National Urban Search and Rescue (US&R) Response System (the System) regarding the proper procedures for filing a Workers' Compensation claim. FEMA is now using the U.S. Department of Labor (DOL) ECOMP Filing System for entering claims into this system. This system allows the claimant to track the progress of their claim at any time.

The individuals and organizations involved in the workers' compensation claims process, and their responsibilities, are:

- The employee filing the claim, a System member: Responsible for ensuring the completion and submission of appropriate DOL forms to WCP.
- The employee's supervisor, a Task Force Leader (TFL) or Incident Support Team Leader (ISTL): Responsible for reviewing and signing all appropriate DOL forms.
- The DOL Office of Workers' Compensation Programs (OWCP): The single organization responsible for approving claims. The Federal Employees' Compensation Act (FECA) is administered by the DOL OWCP.
- The FEMA Workers' Compensation Program (WCP): Responsible for serving as the liaison between the System member filing a claim and DOL, and reviewing submissions to ensure that the packages are complete. FEMA's WCP is located in FEMA Headquarters and any questions a System member has about the status of their claim should be directed to FEMA's WCP.
- The FEMA US&R Branch: Responsible for providing assistance and recordkeeping for all System claims filed with FEMA's WCP. Shu-Ahn Li, Program Specialist, US&R Branch is the Workers' Compensation (WC) Liaison.

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REQUIRED ACTIONS

The following is the process for filing a WC claim through the DOL ECOMP Filing System.

New DOL On-Line ECOMP Filing System, Form Review and Status Contact Information:
<https://www.ecomp.dol.gov/?t=1441395091733#>

This is a user-friendly system, but additional information is provided in the attached guidelines:
A - ECOMP Screens for TF, B - ECOMP SOP Injured Worker Filing Claims, and C - ECOMP SOP Supervisor Review.

When accessing the ECOMP system for the first time, the System member will need to:

1. Follow the attached guidelines *ECOMP Screens for TF* for completing specific boxes in specific screens.
2. Register, create a user account, and create a password.
3. Initiate, complete and file the OSHA-301 first in order to access the CA-1 and CA-2 screens.
4. Identify and provide the contact information for the appropriate on-site supervisor (TFL or ISTL) who can assist in answering specific questions about the System member’s injury/illness in case the System member is not available when a FEMA WCP specialist needs additional information. This contact information will need to be provided in a separate scanned document that must be uploaded into ECOMP (form CA-1, step 1D Attachments).
5. Complete the ECOMP CA-1 forms/screens until the System member sees the screen “This form has been forwarded for review” which is ECOMP’s confirmation of completion.
6. The System member should notify US&R WC Liaison, Shu-Ahn Li, once they complete the CA-1 submission in ECOMP.

If an injury/illness occurs during a deployment or an exercise and computer access is unavailable, the following are instructions for filing a paper claim. Completed paper DOL forms must be scanned and submitted by email or fax to the US&R WC Liaison, Shu-Ahn Li. In addition, these instructions provide further clarification on the same DOL forms for online use.

1. Deployment or US&R Sanctioned Training Exercise – Injury or Illness Notification Requirements:

- a) Within a TF:
 - i. the System member should inform their TFL
 - ii. the TFL should inform the task force Medical Team Manager, who will provide the appropriate DOL forms (CA-1, CA-2 and/or CA-16) to the System member
 - iii. the TF Medical Team Manager should inform the TF Safety Officer and the TF Planning Officer (who maintains copies of the DOL forms for TF records)

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b) Within an IST:

- iv. the System member should inform their ISTL, Task Force Representative (TFR), and Program Manager
- v. the ISTL should inform the IST Medical Officer, who will provide the appropriate DOL forms (CA-1, CA-2 and/or CA-16) to the System member
- vi. the IST Medical Officer should inform the IST Safety Officer, the IST Planning Section Chief, and the IST Situation Unit Leader

If telephone systems are not available, then secure radios, satellite phones, or email should be used for these notifications.

2. Completion of the Appropriate DOL Forms

DOL provides an in-depth description of FECA on their webpage, *Division of Federal Employee Compensation – Frequently Asked Questions* at the following link:

<http://www.dol.gov/owcp/dfec/fec-faq.htm>.

- a) The **DOL CA-1 form** *Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation* is completed **for a traumatic injury** which is an injury which can be pinpointed to have occurred during one particular work shift. For example, falling down the steps during a work shift is a traumatic injury. For additional details, see 20 CFR Part 10.100, *How and when is a notice of traumatic injury filed?* The CA-1 must be completed and signed by the System member and the supervisor (TFL or ISTL), and a witness if appropriate. The supervisor must sign in two separate boxes. The DOL must receive electronic Form CA-1 within 30 days of the date of the employee's notice of a job-related injury in order to receive continuation of pay.
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- d) This information is in the attached reference chart: *D - Types of Injuries and Appropriate Forms*.

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3. Temporary Excepted Federal Volunteer Status for System Responses:

When System members are activated for a response by the US&R Branch, they assume the status of Temporary Excepted Federal Volunteer (per 44 CFR Part 208.11) and should be covered by FECA as long as the following ten requirements are fulfilled:

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cc:

US&R Strategic Group
US&R Advisory Group
US&R Branch Staff
FEMA Regional/Federal/International ESF #9 Representatives

RESOLUTION 2018-46

WHEREAS, The Nebraska Urban Search and Rescue (US&R) Task Force currently has several vacancies; and

WHEREAS, Lincoln Fire & Rescue is the sponsoring agency for the Nebraska US&R Task Force; and

WHEREAS, the Grand Island Fire Department (GIFD) wishes to become a participating agency of the Nebraska US&R Task Force; and

WHEREAS, approval of the Memorandum of Agreement with Lincoln would allow GIFD personnel to be eligible to apply to become Nebraska US&R Task Force members.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, Move to approve the Memorandum of Agreement with Lincoln Fire and Rescue to allow GIFD to become a participating agency of the Nebraska US&R Task Force.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 13, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 12, 2018	▣ City Attorney