

**Forest Service Manual
National Headquarters (WO)
Washington, DC**

Forest Service Manual 1800 – Volunteers And Service

Chapter 1830 - Volunteers And Service Programs

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Superseded Directive: 1830, Amendment 1800-2014-4, December 4, 2014

Approved by: Christopher French, Deputy Chief, NFS

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Responsible Staff:

Explanation of changes: Following is an explanation of the changes throughout the directive by section.

Posting Instructions: Amendments are numbered consecutively by title and calendar year. Post by document; remove the entire document and replace it with this amendment. Retain this transmittal as the first page(s) of this document. The last amendment to this title was 1800-2014-4 to FSM 1830.

1830: Updates directive in its entirety based on changes to the 1972 Volunteers in National Forest Act, as amended by Pub. L. 114-245, the National Forest System Trails Stewardship Act of 2016.

1830.43: Adds negotiating and approving mutual benefit agreements utilizing volunteers to a delegated Line or Staff Officer.

1830.5: Updates definition section by adding new terms and definitions.

1831: Clarifies that international volunteers may be approved and processed by an Agency approved third party organization.

Adds additional language clarifying what types of mutual benefit agreements can be used to engage volunteers.

1832: Adds direction that an appropriate, authorized agreement shall be in place prior to any volunteer work commencing.

Adds language clarifying use of Forest Service volunteer service agreements (OF-301a) and mutual benefit agreements.

Adds direction on use of the Volunteer Service Agreement form (OF-301a) and Volunteer sign-up Form for Groups (OF-301b) for qualifying mutual benefit cooperators' volunteers.

Adds clarification about volunteering off National Forest System Lands.

1833.11: Removes direction allowing use of Forest Service volunteer agreements in tandem with Challenge Cost Share agreements.

Recodes direction and captions at 1833.11, 1833.12, 1833.13, and 1833.14.

1833.11: Establishes code, caption, and sets forth direction on the "Use of Stock, Equipment and other Personal Property Owned by a Volunteer".

1833.12: Establishes code, caption, and sets direction for "Volunteers Using Firearms".

1833.13: Establishes code, caption, and sets direction for "Volunteers as Collection Officers".

1833.14: Establishes code, caption, and sets forth direction for "Work Injury (Workers' Compensation) Coverage of Volunteers and a Cooperator's Volunteers After Hours or Overnight".

Provides new direction when a volunteer is covered for workers' compensation "after hours" or when on continuous, overnight travel.

1833.15: Establishes code, caption, and sets forth direction for "Process for Filing Workers' Compensation, Tort Liability and/or Personal Property Damage or Loss Claims for Volunteers and a Cooperator's Volunteers".

1833.16: Establishes code, caption, and sets forth direction for "Shared Financial Risk for Volunteer and Cooperator's Volunteer Claims".

Provides new direction for sharing costs of Forest Service volunteer and cooperators' volunteer claims.

1833.17: Establishes code, caption and sets forth direction for "Mutual Benefit Agreement Cooperator Match and Reimbursements".

1834.1: Establishes code, caption, and sets forth direction on performance expectations for both Forest Service volunteers and a mutual benefit cooperator's volunteers, aligned with agency policies, including new direction on a harassment free work environment.

Adds new direction on termination of volunteers for volunteers under Forest Service volunteer agreements and volunteers under a mutual benefit agreement cooperator.

1836: Establishes code, caption, and sets forth direction on "Reporting Requirements".

Updates link and reporting requirements for volunteer accomplishments whether under a Forest Service volunteer agreement or a mutual benefit agreement cooperator.

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The Volunteer Program of the USDA Forest Service provides opportunities for citizen stewardship of national forests, grasslands, and prairies, involvement in and contributions to research, conservation of cultural and heritage resources, engagement in cooperative forestry, and support of the public land legacy of the United States.

Volunteers can be engaged two different ways: either through a Forest Service volunteer agreement (as an individual or as part of a volunteer group), or through a mutual benefit (Challenge Cost Share, Participating, or Stewardship) agreement cooperator. This chapter provides direction for both approaches.

1830.1 - Authority

This program is authorized by the Volunteers in the National Forests Act of 1972 (Pub. L. 92-300), as amended, 16 U.S.C. 558a-558d, and as amended through Pub. L. 114-245, the National Forest System Trails Stewardship Act of 2016.

Department Regulation 4230-1 established guidelines for acceptance of volunteer services and requires agencies to publish their own guidelines.

See additional requirements in this chapter, FSM 1580.34 (a), FSH 1509.11, chapter 70, and FSH 1509.11, chapter 90, regarding volunteer services provided by a mutual benefit agreement cooperator to the Forest Service.

1830.2 - Objectives

The mission of the Volunteer Program is to inspire and engage volunteers to conserve our nation's natural and cultural resources and ensure the sustainability of the public lands legacy. The mission is achieved by focusing on the following objectives:

1. Recruit, train, and engage the services of volunteers to complement regular Forest Service staff in interpretive functions, visitor services, conservation, restoration, and preservation measures, trails and recreation facilities maintenance, and other activities in or related to areas administered by the Secretary of Agriculture through the Forest Service.
2. Promote planning, coordination and implementation that will assure the volunteer an experience that is personally rewarding and provides for their safety and well-being.
3. Provide a customer centric and collaborative emphasis on volunteer partnerships, outreach and engagement.
4. Work through cooperators to recruit, train and engage the services of volunteers to help accomplish Forest Service mission critical work, where feasible and where there is mutual benefit and interest.

1830.3 - Policy

In carrying out its mission, the Forest Service will make maximum use of the volunteer authority granted, advance diversity goals through partnerships with volunteers, and increase public awareness of equal opportunity benefits and services.

Forest Service units should develop outreach programs which encourage the enrollment of any currently under represented population. All aspects of such programs must comply with the Volunteers in the National Forests Act as well as Title VI of the Civil Rights Act, as amended.

Volunteers may assist in all Forest Service programs or activities except actual performance of law enforcement, or as Union Officials. The service contributed by volunteers enables the Forest Service to meet higher standards of service than would otherwise be possible and to accomplish work that would not, otherwise, be accomplished. The volunteer program is not an employment program and will not be used to displace current employees, reduce current contracts (such as reductions in quantity, quality or other aspects of the contracted work to be performed), or cause cancellation of existing or planned contracts. The engagement of volunteers must not affect tour-of-duty or non-overtime hours worked by current employees.

Volunteers working under the Volunteers in National Forest Act through Forest Service Volunteer Service Agreements (OF-301a) and Volunteer Sign-up Forms for Groups (OF-301b) are covered by the Forest Service for workers' compensation, tort liability pursuant to the Federal Tort Claims Act, and/or personal property damage or loss occurring during the volunteer service (see FSH 6509.11h, Sec. 41.21).

Volunteers may also be engaged through mutual benefit agreement cooperators (refer to FSH 1509.11), to help the Agency carry out its mission. Where cooperators meet the criteria as defined and identified in this chapter, their volunteers may be covered by the Forest Service for workers' compensation, tort liability pursuant to the Federal Tort Claims Act, and/or personal property damage or loss occurring during the volunteer service.

1830.4 - Responsibility

1830.41 - Washington Office, Director, Recreation, Heritage, and Volunteer Resources

The Washington Office, Director, Recreation, Heritage, and Volunteer Resources, has the day-to-day responsibility for the overall administration, implementation, and coordination of the Volunteer Program.

1830.42 - Washington Office Staff Directors

Washington Office, Staff Directors have the authority to recruit volunteers, negotiate agreements, and approve such agreements for volunteers assigned to the Washington Office.

1830.43 - Regional Foresters and Station Directors

Regional Foresters and Station Directors have the authority and responsibility for implementing the Volunteer Program. This authority, including the authority to negotiate and approve volunteer agreements or mutual benefit agreements utilizing volunteers, may be delegated to any Line or Staff Officer. See FSM 1580.41 (d) for delegations of authority.

1830.5 - Definitions

Compensation. Salary, wages, stipend, or other monetary (such as a housing stipend) or non-monetary (such as college credit, an education award, and so forth) remuneration from a cooperator or the Forest Service (except for specific reimbursements of expenses related to the volunteer service, at the discretion of the Forest Service).

Cooperator. A Cooperator is an individual or entity that voluntarily desires to cooperate with the Forest Service on a project and is willing to formalize the relationship by entering into some form of written agreement, such as a Challenge Cost Share, Participating, or Stewardship agreement (see FSM 1580 Grants, Cooperative Agreements and Other Agreements). Cooperator is synonymous with the word Partner for the purposes of this chapter.

Group Volunteer. A participant whose engagement is facilitated by another institution, organization, or by a unit of State, local or tribal government in cooperation with the Forest Service. A group volunteer could work under the Forest Service or work under a qualifying mutual benefit cooperator.

Group Volunteer Agreement. The form (OF-301a) that is used when an organized volunteer group or group of individual volunteers are signed up under the Forest Service, or under a qualifying mutual benefit cooperator, to volunteer on a project. OF-301a is used in conjunction with the Volunteer Sign-up Form for Groups (OF-301b) to document multiple volunteers. When used by a cooperator, the cooperator agreement number must be included on the OF-301a and OF-301b.

Health Insurance Portability and Accountability Act of 1996 (HIPAA). Legislation that provides data privacy and security provisions for safeguarding medical information.

Instrument. A document or formalized arrangement used to accomplish a specific type of work and defines rights, duties, entitlements, and/or liabilities between the Forest Service and a cooperator. Examples include Domestic Grant, Cooperative Agreement, Challenge Cost Share, Participating Agreement, or other instruments as defined in FSM 1580 Grants, Cooperative Agreements and Other Agreements.

International Volunteer. A person who is not a United States citizen or permanent resident. International volunteers can be engaged through Agency approved third party organizations or with support and assistance from the Forest Service's International

Programs Office. See FSM 1810 for policy on international volunteers on domestic conservation crews.

Military Personnel and Civilian Employees' Claims Act (MPCECA) of 1964, as amended (31 U.S.C. 3721). This Act authorizes the payment of claims to Forest Service employees for damage to, or loss of, personal property occurring incident to their service. Forest Service volunteers and qualifying mutual benefit agreement cooperator volunteers are covered to the same extent as a Federal employee under MPCECA. See FSH 6509.11h, Sec. 41.21, for additional direction on claims under MPCECA.

Mutual Benefit. Reflects a relationship between the Forest Service and the cooperator when the parties have a shared interest in, contribute resources to the accomplishment of, and mutually benefit from (other than monetary considerations), the objective of the agreement. See FSH 1509.11, chapter 70, for additional direction on mutual benefit agreements.

Mutual Benefit Agreement Cooperator. The National Forest System Trails Stewardship Act amended the Volunteers in National Forest Act to provide that a mutual benefit agreement cooperator who meets specified criteria may have their volunteers covered to the same extent as a Federal employee for workers compensation, tort liability pursuant to the Federal Tort Claims Act, and/or personal property damage or loss, occurring incident to their volunteer service.

This coverage is not automatic; the volunteer and the volunteer agreement must be in compliance with the applicable statutes, regulations and requirements as defined and described in this chapter, including approval of agreement instruments by a Forest Service authorizing official before volunteer service begins, for a cooperators' volunteers to be covered.

1. Mutual benefit agreement cooperators who are eligible for Forest Service coverage of their volunteers are challenge cost share, participating, or stewardship agreement cooperators, where volunteers (as defined by the chapter) are being engaged and where the cooperator is providing recruitment, training, support, supervision, and assurance of safety standard adherence for their volunteers as defined in this chapter.
2. A mutual benefit agreement cooperator is not limited to trail related partnerships or trail work only; it includes any eligible mutual benefit cooperators where the cooperator's volunteers are donating time and talent to help achieve the mission of the Forest Service.
3. Determination of who is eligible as a mutual benefit agreement cooperator may be modified, depending on any changes in law, regulation or policy tied to mutual benefit agreements.

Qualifying Mutual Benefit Agreement Cooperator. A Challenge Cost Share, Participating or Stewardship Agreement cooperator who, when meeting criteria defined and identified in this chapter, “qualifies” for Forest Service coverage of workers’ compensation, any actions pursuant to the Federal Tort Claims Act, and/or personal property loss or damage for their volunteers. Volunteers under a mutual benefit cooperator are signed up on a Volunteer Service Agreement (OF-301a) and the Volunteer Sign-Up Form for Groups (OF-301b), with the approval of the Forest Service authorizing official. The cooperator contributes information and works with the Agency to complete the forms; forms must include the cooperator agreement number. A fully executed mutual benefit agreement must be in place for the Volunteer Service Agreement (OF-301a) and Volunteer Sign-up Form for Groups (OF-301b) to be used by the cooperator.

Partner. A Partner is an individual or entity that voluntarily desires to cooperate with the Forest Service on a project and is willing to formalize the relationship by entering into some form of written agreement, such as a Challenge Cost Share, Participating, or Stewardship agreement (see FSM 1580 Grants, Cooperative Agreements and Other Agreements). Partner is synonymous with the word Cooperator for the purposes of this chapter.

Partnership. A voluntary, mutually beneficial arrangement entered for the purpose of accomplishing mutually agreed upon objective(s), related to the instruments and authorities listed in FSH 1509.11, chapter 70.

Personal Property. A thing that is movable and not attached to the land, other than fixtures that have been legally severed from the land, including but not limited to items such as equipment, supplies, tents, vehicles, boats, trailers, animals (such as horses or mules), tack, and so forth. Personal property does not include copyrights, patents or securities. Personal property is covered under the Military Personnel and Civilian Employee Claims Act. (See FSH 6509.11h, Zero Code).

Real Property. Real property is any interest of the United States in land, buildings, or structures, including any permanently attached fixtures, appurtenances, and improvements of any kind located thereon. Real property is not covered under the Military Personnel and Civilian Employee Claims Act. (See FSH 6509.19, Chapter 20 Real Property).

Reasonable Degree of Oversight. The same level of program and project monitoring as would be exercised by the Forest Service in its supervision of its compensated employee(s) providing the same service.

Recruitment. Systematic, on-going outreach and search by a cooperator to identify potential applicants for volunteer positions. A mutual benefit agreement cooperator will be responsible for recruitment of their volunteers; the Forest Service may help define

level of recruitment needed and assist cooperator efforts (such as postings on Agency websites/social media, and so forth) as specified in the mutual benefit agreement.

Safety Standard Adherence. Where all volunteers, whether under the Forest Service or under a qualifying mutual benefit agreement cooperator, will follow all Forest Service safety standards and training requirements. A mutual benefit agreement cooperator shall ensure the volunteer is trained in accordance with applicable Forest Service safety standards as described in the mutual benefit agreement. Safety standards and training requirements will be clearly stated in the mutual benefit agreement and include direction on the use and provision of personal protective equipment. The Forest Service may assist cooperator efforts, including provision of Personal Protective Equipment (PPE), as specified in the agreement.

Shared Financial Risk. Where all Forest Service units share financial impacts equally for volunteer workers' compensation, tort liability, and compensation for personal property loss or damage claims occurring as a result of the volunteer service. All volunteer claim costs, whether a volunteer is under a Volunteer Service Agreement and Volunteer Sign-up Form for Groups (OF-301a and OF-301b) through the Forest Service or through a qualifying mutual benefit agreement cooperator, will be shared equally across all units, so that an individual unit such as Forest, Grassland, or Ranger District, Region, Station, or the Washington Office does not bear the sole financial impact or burden of a volunteer claim. Shared financial coverage of volunteer claims includes cost of medical and/or emergency evacuation, if a unit does not already have air transportation or other similar contracts in place (such as helicopter contracts during fire season).

Supervision.

1. Supervision. The same level of project oversight, assignment of work, sharing of information on responsibilities, and addressing of conduct and performance issues as exercised by the Forest Service in its supervision of its compensated employee(s) providing the same service.
2. Forest Service Project Supervisor. A designated Forest Service employee who provides project oversight, whether the volunteer project, activity, or event is under a Volunteer Service Agreement (OF-301a) through the Forest Service or under a mutual benefit cooperator agreement; this Agency employee will be the primary Agency point of contact for volunteer workers' compensation claims, personal property damage or loss claims, and the initial point of Agency contact for volunteer tort liability claims.
3. On-site Supervisor. An individual who has the ability and on-site authority to oversee operations, recognize hazards and stop or shut down operations based on hazards. All volunteers have the authority to stop or shut down operations if they recognize a hazard or other unsafe conditions. Every volunteer project, activity, or event, whether under a Forest Service volunteer agreement or a

mutual benefit agreement, must have a designated on-site Supervisor, who will monitor volunteer activities in such a way that volunteers can be warned, advised or assisted when needed. An on-site Supervisor may be a volunteer, volunteer group liaison, a mutual benefit agreement cooperator's staff or participant, a Forest Service employee, or other designated individual, as specified in the agreement instrument.

Support. The level of provisioning, funding, and assistance a cooperator provides to a volunteer. A mutual benefit agreement cooperator is responsible for determining and providing the necessary support needed for their volunteers; reimbursements of support expenses may be negotiated with the Forest Service as allowable and will be specified in the mutual benefit agreement. The Forest Service may also provide additional support as specified in the agreement. To be reimbursed, costs must be allowable and otherwise comply with the Uniform Assistance Regulations.

Training. The process of providing volunteers the programs, courses, or other instruction that are required for the task(s) and/or activities the volunteer will be engaging in, which supports or improves their individual work performance. For a mutual benefit agreement cooperator, the cooperator is responsible for ensuring all trainings and certifications required of its volunteers are met in accordance with Forest Service standards, unless specified otherwise in the agreement. The Forest Service may assist in providing and/or conducting trainings, certifications, and assist other cooperator efforts as specified in the agreement.

Volunteer. A person who donates time and talent to advance the mission of the Forest Service and who receives no salary, wage or compensation for the voluntary service provided (except for reimbursements of certain-out-of-pocket expenses related to the volunteer service, at the discretion of the Forest Service). An individual volunteer who is volunteering for the Forest Service is signed up on form OF-301a. A volunteer who is working under a cooperator is signed up under form OF-301a (include the cooperator agreement number on the OF-301a), with the approval of the Forest Service authorizing official; a cooperator's volunteers do not receive reimbursements from the Agency.

Volunteer Group. An organization whose members donate time and talent to advance the mission of the Forest Service and which receives no salary, wages, stipend, or other compensation for its members from the Forest Service (except for reimbursements of certain-out-of-pocket expenses related to the volunteer service, at the discretion of the Forest Service) for the voluntary service provided. A volunteer group volunteering for the Forest Service is signed up under form OF-301a, the Volunteer Service Agreement, and form OF-301b, the Volunteer Sign-up Form for Groups, is used to document multiple volunteers.

A volunteer group may serve in the role as a Project Manager or Project Liaison on behalf of the Agency, coordinating and supervising its members, unaffiliated individual volunteers, or other volunteer organizations and its members who want to donate time and talent to advance the mission of the Forest Service, in collaboration with the Forest Service.

A volunteer group may work under a cooperator and are signed up under OF-301a and OF-301b (include the cooperator agreement number on both forms), with the approval of the Forest Service authorizing official. Volunteer groups working under a cooperator do not receive reimbursements from the Agency.

Volunteer Services. In-kind contribution provided to the mutual benefit agreement cooperator from a third party organization(s) for use in the project for which the cooperator has incurred no expense. Value assessed for volunteer labor and donated materials, equipment and supplies should be valued based on the current Independent Sector Value for Volunteer Time (<http://www.independentsector.org/resource/the-value-of-volunteer-time/>). These values are not reimbursable and can only be used to satisfy the cooperator's matching requirement.

Volunteer Service Agreement (OF-301a). Form (OF-301a) used to document volunteer service performed by an individual volunteer, multiple volunteers, or volunteer group working under the Forest Service, or for volunteers working under a qualifying mutual benefit cooperator. For a qualifying mutual benefit cooperator, a fully executed mutual benefit agreement must be in place for the Volunteer Service Agreement (OF-301a) and Volunteer Sign-up Form for Groups (OF-301b) to be used by the cooperator; the cooperator agreement number must be on both forms.

Volunteer Sign-up Form for Groups (OF-301b). Form (OF-301b) used to document multiple volunteers or an organized volunteer group, working under the Forest Service, or for multiple volunteers or a volunteer group working under a qualifying mutual benefit cooperator. The Volunteer Sign-up Form for Groups (OF-301b) is used in conjunction with the Volunteer Service Agreement (OF-301a) and is **not** an agreement by itself. For a qualifying mutual benefit cooperator, a fully executed mutual benefit agreement must be in place for the Volunteer Service Agreement (OF-301a) and Volunteer Sign-up Form for Groups (OF-301b) to be used by the cooperator; the cooperator agreement number must be on both forms.

1830.6 - Program Administration

Units may designate a Volunteer Program Coordinator to administer the program. Coordinators and others should utilize the "Volunteers in the Forest Service: A Guide for Coordinators" as additional support for program administration. Contact the Regional Volunteer and Service program contact for the latest version.

1831 - Recruitment

The Forest Service recruits, accepts, and trains volunteers without regard to Civil Service laws, rules, or regulations. Volunteers may be solicited and accepted from many sources, however, the primary outreach platform for volunteers and Forest Service staff alike is the Federal Interagency Team of Volunteerism sponsored website, www.volunteer.gov. International volunteers must be approved and processed in advance of their service by Washington Office International Programs or an Agency approved third party organization.

Volunteers should be recruited from nearby communities and placed in service in or near their community of residence when possible. This practice serves not only the volunteer but also the needs of the Forest Service by making it possible to extend available funding for volunteer efforts.

The Forest Service may partner with public or private agencies, tribal governments, organizations, institutions, or persons to increase the capacity of both entities to recruit, accept, train, and engage volunteers towards accomplishment of the Forest Service mission. Challenge Cost Share, Participating, and Stewardship Agreements are used for this type of partnership resource leveraging.

1831.1 - Volunteer Recruitment Rosters

Rosters of volunteer candidates and volunteer positions may be established at local, Regional, Station, or national levels. Such rosters assist in the orderly recruitment and placement of volunteers.

1831.2 - Inclusion of Diverse Populations

Forest Service units should design and implement outreach efforts and recruitment programs that attract as well as inform persons with disabilities and underrepresented and diverse populations.

Strategies to accomplish outreach goals should include the development of relationships with local communities and organizations, universities, and national organizations, which represent these segments of the population. Utilize unit Civil Rights staff and programs and follow the guidance of Title VI of the Civil Rights Act of 1965, as amended.

Public or private agencies, tribal governments, organizations, institutions or persons partnering through an official agreement with the Forest Service to recruit, accept and train volunteers are required to follow the guidance of Title VI of the Civil Rights Act of 1965, as amended.

1832 - Enrollment

An appropriate agreement must be in place and signed by the authorizing Forest Service official prior to the start of any volunteer service.

Forest Service Volunteer Agreements

An authorized Forest Service official enrolls an individual or volunteer group by executing a volunteer service agreement (Form OF-301a) based upon a process of coordination and negotiation between the individual volunteer applicant, or the volunteer group liaison, and the Forest Service official. The Forest Service must approve all projects.

In situations when multiple volunteers will be working on a project, use both Form OF-301a to document the agreement and project details and Form OF-301b (Volunteer Sign-up Form for Groups) to enroll (sign-up) volunteer participants. The authorizing Forest Service official must sign the Volunteer Service Agreement (OF-301a) prior to the start of the volunteer service. The Volunteer Sign-up Form for Groups (OF-301b) with volunteer names and signatures does not need to be signed by the authorizing Forest Service official but it does need to be attached and retained as part of the Volunteer Service Agreement relevant to that project, event or activity.

Volunteer participants who are part of a group must let the volunteer group liaison know ahead of time if there are any medical conditions or physical limitations that would adversely affect the volunteer's ability to provide the volunteer service; the volunteer group liaison in turn will notify the Agency official. Pending the situation, and in coordination with the Forest Service, the authorized Forest Service official may "pre-approve" the volunteer service agreement (301a) with participants later signing up on the Volunteer Sign-up Form for Groups (OF-301b), such as a public service day where volunteers arrive just prior to the event, a trail project where the number of participants may fluctuate the day of the project, and so forth. The final list of participants (OF-301b) may also be submitted by the volunteer group, with prior approval by the authorizing Forest Service official, after a project is completed.

Volunteer group liaisons are responsible for collecting and providing any necessary information, including medical conditions or physical limitations that could adversely affect the volunteer's ability to provide the volunteer service, participant emergency contact information, and any parent/legal guardian signatures for minors. A volunteer group liaison or Forest Service official may also request that individual volunteer agreements be established ahead of time for any participants who are minors, to ensure parent/legal guardian written approval. However parental or legal guardian approval is accomplished, parental or legal guardian approval is required for any and all volunteers who are minors prior to them performing volunteer service.

Individual volunteers and volunteer groups signed up on forms OF-301a and OF-301b are considered Forest Service volunteers.

Mutual Benefit Agreements

The mutual benefit agreement cooperator contributes information to and in collaboration with the Forest Service uses the Volunteer Service Agreement form (OF-301a) and corresponding Volunteer Sign up Form for Groups (OF-301b) to document the project and enroll the

volunteers (cooperator agreement number must be on both forms); the Forest Service authorizing official at the project level signs the OF-301a.

Even though the Forest Service's Volunteer Service Agreement (OF-301a) and the Volunteer Sign-up Form for Groups (OF-301b) are being used, mutual benefit agreement cooperators maintain the responsibility of ensuring that their volunteer participants, including organized group volunteers operating under the cooperator, are signed up, supervised, trained/certified, and managed as required by this chapter. The mutual benefit cooperator is responsible for coordinating and assisting the Agency in gathering necessary information required for any volunteer claims.

Unless negotiated with the cooperator, an organized group is responsible for ensuring parent/legal guardian written approval for any minors has been obtained and provided to the cooperator that allows the child to volunteer, prior to them performing volunteer service; documentation of written parent/legal guardian approvals may be requested by the Agency at any time and will be required documentation should an injury occur.

Volunteering Off National Forest System Lands

Under Forest Service volunteer agreements and qualifying mutual benefit agreements, volunteers may be engaged off National Forest System Lands where the volunteer activity is of benefit and related to Forest Service programs and where such activity is authorized by the Forest Service and by the appropriate third party (such as volunteer work on a Nationally designated trail, volunteers working in trail or scenic easements, volunteers staffing a Forest Service information desk co-located with another agency or private organization, and so forth).

1832.1 - Applicants

1832.11 - Qualifications

Forest Service Volunteer Agreements

The Forest Service officer authorized to negotiate and approve volunteer agreements shall determine the necessary qualifications for each volunteer assignment. Office of Personnel Management qualification requirements do not apply. The volunteer's health and physical condition must be sufficient to not adversely affect their or other volunteers/members of the group's ability to provide the volunteer service or cause anyone undue hazard. This requirement is not intended to discourage applications from persons with disabilities.

A signed statement may be required from each volunteer answering the following questions:

1. Do you have any physical limitations or pre-existing conditions that would be adversely affected by, or exacerbated by, the work you are volunteering to do?
2. Are you physically able to perform this work?

A pre-work physical, to ensure the volunteer's health will not be compromised, may be required/requested before the volunteer will be allowed to perform the work. The Forest Service should pay for any required pre-work physicals.

Volunteers may be required to declare and to demonstrate their ability to safely execute required tasks. Any volunteer under age 18 must have written consent of a parent or legal guardian. Observe applicable Federal and State child labor laws.

Pursuant to the Crime Control Act of 1990 (CCA), criminal background checks or criminal history inquiries shall be performed on applicants or volunteers who provide child care services to children under the age of 18. Child care activities are defined in the CCA and include, but are not limited to, recreational activities, organizational camps, outfitting and guiding, photography, and educational activities. Forest Service volunteers who are or will be involved in engaging volunteers under the age of 18 are considered as participating in child care activities. Criminal background checks are not required for volunteers engaged in educational, volunteer, or recreational programs for children under the age of 18 if the parent or legal guardian of the children involved will present at all times. The CCA does not specify how often background checks must be performed. Forests and Districts should refer to the laws of states in which the volunteer(s) will be serving to determine the required frequency of such checks.

Background checks may be conducted for volunteers serving as campground hosts even if they are not performing child care services as defined by the CCA. Background checks may also be performed in other situations where public or employee safety warrants such investigations. The Forest Service should pay for any required background checks; work with your local law enforcement staff or procurement specialists to determine how to cover background check costs.

Mutual Benefit Agreements

The same criteria apply to volunteers working through a mutual benefit agreement cooperator, with the exception that the cooperator determines the necessary qualifications for the volunteer assignment. Cooperators are encouraged to develop "essential eligibility criteria" for each volunteer position, task, or assignment. If background checks are required for a mutual benefit agreement cooperator's volunteers, it is the cooperator's responsibility to pay for background checks, however they may negotiate to be reimbursed for this expense by the Forest Service, as part of their agreement.

A signed statement may also be required from each volunteer answering the following questions:

1. Do you have any physical limitations or pre-existing conditions that would be adversely affected by, or exacerbated by, the work you are volunteering to do?
2. Are you physically able to perform this work?

A pre-work physical, to ensure the volunteer's health will not be compromised, may be required/requested by the cooperator before the volunteer will be allowed to perform the work. If a pre-work physical is required, it is the cooperator's responsibility to pay for the physical, however they may negotiate to be reimbursed for this expense by the Forest Service, as part of their agreement.

1832.12 - Federal Employee Volunteers

Federal employees who are exempt under the Fair Labor Standards Act may serve as individual or group volunteers. However, the authority of the Volunteers in the National Forests Act may not be used to authorize a Federal employee's participation in any off-duty function or extracurricular event in which that employee might normally participate without reference to the Act. Neither may the participation of a Federal employee in a volunteer activity preclude the participation of a qualified applicant from the general public. Participation by Federal employees must always be clearly voluntary.

Employees who are not exempt from the Fair Labor Standards Act may volunteer when the Forest Service has not asked the employee implicitly or expressly to perform the services, and when the services are not in connection with the employee's principle work activity.

Families and relatives of Forest Service employees are eligible for volunteer service as long as the official who negotiates and signs the agreement form is not an immediate family member.

1832.2 - Group Volunteers

The Volunteers in the National Forests Act provides the authority to make agreements with institutions, organizations, or units of State, tribal, or local government, who recruit and supervise individuals as Forest Service volunteers on Forest Service lands in collaboration with Forest Service staff. Use form OF-301a, Volunteer Service Agreement, for this purpose.

Volunteer group members or event, project or activity volunteers are listed on OF-301b, the Volunteer Sign-up Form for Groups, which is submitted to the Forest Service official.

When a volunteer event, project or activity (such as a Forest Service sponsored National Public Lands Day event open to the public) does not have a sponsoring organization, the "hosting" Forest Service unit will fill out OF-301a detailing the event, project or activity, include a Job Hazard Analysis or Risk Assessment, and have the form approved by the Forest Service authorizing official. Volunteers will sign form OF-301b (Volunteer Sign-up Form for Groups) either in advance of the event, project or activity or just prior to the beginning of any actual performance of service.

1833 - Agreements

Volunteers are engaged and authorized through two types of agreement instruments: either a Forest Service Volunteer Service Agreement (OF-301a), or a mutual benefit (Challenge Cost Share, Participating, or Stewardship) agreement through a cooperator.

Work with grants and agreements specialists and volunteer and service coordinators early in the process to determine the best instrument to use. For additional requirements for mutual benefit agreements, also see FSM 1580, FSH 1509.11 chapter 70, and FSH 1509.11, chapter 90.

Forest Service Volunteer Agreements

1. Use form OF-301a to document the service the individual volunteer or volunteer group is to perform and any terms and conditions governing the service. This form is the official instrument of authorization for all volunteer reimbursements. Information should include incidental expenses the agreement will and will not cover and to what extent. Refer to FSM 1833.5 for allowable expenses.
2. Description of Volunteer Duties. - Provide a comprehensive description of duties and services requested by the Forest Service during interview and negotiation with applicants to include the following:
 - a. Mutual goals and objectives of the volunteer or group and the Forest Service.
 - b. Roles and responsibilities of the Forest Service and the individual or group and how each party will contribute to the success of the project.
 - c. Thorough description of volunteer's duties. Do not formalize volunteer's duties in a job or position description in the same format as for an employee. Avoid personnel management-type terminology when describing the service of volunteers. Maintain the distinction between Federal employees and volunteers both on paper and in practice (except as noted in FSM 1835.1).
 - d. Information on project/service locations, dates and times, "on-duty hours" (including approximate hours where things such as volunteer camp cooking, cleaning, and such will occur), the on-site Supervisor's name and contact information, emergency contact information for all volunteer participants, and any required training/certifications. Include a description of personal property provided by the volunteer which is required for the volunteer service; digital photos may also be used to document condition of personal property. The Forest Service primary point of contact will also be listed in the volunteer agreement.

- e. Reference to safety and training/certification requirements and attached Job Hazard Analysis or Risk Analysis.
 - f. When submitting injury/illness reports and information to the Agency, the individual volunteer, on-site Supervisor, or the volunteer group's liaison will be required to include a statement verifying whether they have followed agency safety guidelines and regulations and that the injured/ill volunteer was properly trained and using the required/suggested PPE.
3. Termination date of the agreement. Volunteer agreements may be established for a one year or longer period and can be renewed but must be reviewed annually and updated with any new or changed information. Volunteer agreements may also be terminated early (see FSM 1834.5).
 4. Signature by the Unit Line or Staff Officer and the volunteer or volunteer group's official representative. Parent or legal guardian signature is required for volunteers under age 18.
 5. An individual volunteer or volunteer group may not begin volunteer service, travel on official business, or begin commuting where mileage is reimbursed, until both parties have signed an agreement.
 6. Agreements may be amended at any time by consent of both parties.

Mutual Benefit Agreements

Mutual benefit agreement cooperators must meet the criteria and requirements as described in this chapter for the Forest Service to provide workers compensation, tort claim coverage pursuant to the Federal Tort Claims Act, and/or personal property damage or loss compensation coverage for the cooperator's volunteers. Coverage is not automatic.

If a mutual benefit agreement cooperator is not able to meet the established criteria and requirements, the Forest Service may not extend or provide coverage to that cooperator's volunteers.

For mutual benefit agreements, in addition to any other grants and agreements requirements per FSH 1509.11, chapter 70 and chapter 90, include:

1. A description how the cooperator is providing recruitment, training, support, and supervision for the volunteer activity, event, and/or project.
2. A description of volunteer duties and services to be provided, qualifications, trainings and/or certifications required of the volunteers (See FSM 1832.11); a detailed description may be provided in a Volunteer Service Agreement form (OF-301a) instead (include the cooperator agreement number on the OF-301a).

3. A description of applicable safety standards and policies to be adhered to by the volunteers and ensured/enforced by the cooperator; this may be provided in a Volunteer Service Agreement form (OF-301a) instead (include the cooperator agreement number on the OF-301a).
4. A description of personal property provided by the volunteer which is required for the volunteer service (See FSM 1833.11); this may be provided in a Volunteer Service Agreement form (OF-301a) instead (include the cooperator agreement number on the OF-301a).
5. Who will provide Personal Protective Equipment (PPE) and how the cooperator will ensure safety standards are being met by the volunteers throughout the project. When submitting injury/illness reports and information to the Agency, the cooperator will be required to include a statement verifying whether they have followed agency safety guidelines and regulations and that the injured/ill volunteer was properly trained and using the required/suggested PPE.
6. Accident and other emergency local Forest Service notification procedures, notification timelines, and roles/responsibilities of the cooperator, volunteer, and the local Forest Service in the event of medical or emergency evacuation, volunteer work injury or fatality, tort claim, and/or personal property damage or loss occurring incident to the volunteer service (see FSH 1309.19 for activities in the event of a death or serious injury of a volunteer). A Facilitated Learning Analysis and/or After Action Review may also be conducted by the Forest Service at the Regional, Forest/Grassland and/or District level, for any incident.
7. Length of time records will be securely retained by the cooperator or turned over to the Forest Service (which Forest Service unit(s) will be the recipient of records will be stated in the operating plan):
 - a. Records pertaining to recruitment, safety, supervision, orientation, training and management will be retained for 3 years by the cooperator.
 - b. Records pertaining to workers' compensation claims that are forwarded to the U.S. Department of Labor will be retained by the cooperator for 3 years after the cutoff date (cutoff date is either the end of the Fiscal Year when the workers' compensation was terminated or when the deadline for filing a claim has passed).
 - c. Records pertaining to injuries not forwarded to the U.S. Department of Labor as a workers' compensation claim will be retained by the cooperator for 15 years.

d. All records as noted above will be automatically turned over to the Forest Service when the agreement is terminated and is not renewed. Records may also be turned over to the Forest Service, prior to the agreement termination date, as negotiated between the cooperator and the Forest Service.

e. See FSH 6209.11, chapter 40 for additional direction on record retention.

Use the Volunteer Service Agreement form (OF-301a), signed by the local Line Officer, and the Volunteer Sign-up Form for Groups (OF-301b) to:

1. Document project/service locations, volunteer duties, dates and times, names of volunteers, “on duty” volunteer service hours, cooperator, volunteer and Forest Service contact information. A description of personal property provided by the volunteer which is required for the volunteer service may also be listed either in the OF-301a or an attachment (See FSM 1833.11);
2. Reference safety and training/certification requirements and relevant Job Hazard Analysis (JHA) or Risk Analysis (RA), signed by the appropriate Forest Service Line Officer; a “master” JHA or RA may also be used when a volunteer project, activity or event occurs on multiple Forest Service units, with line officer support.
3. Document the termination date of the project and the cooperator’s volunteer service for that project, including dates of volunteer service if those vary by individual.
4. Document the qualifying mutual benefit cooperator who is engaging volunteers; the cooperator agreement number must be on any Volunteer Service Agreement (OF-301a) and the Volunteer Sign-up Form for Groups (OF-301b) forms that are used.

A mutual benefit cooperator who meets the criteria for Forest Service coverage of the cooperator’s volunteers is not required to accept Forest Service coverage, if the cooperator chooses to provide that coverage to its volunteers itself.

If a mutual benefit agreement cooperator chooses to provide its own coverage, adherence to Forest Service training and certification requirements do not apply, except for chain saw and cross cut saw training, evaluation, and certification requirements (see FSM 2358); however, other applicable Federal, state, and local laws and regulations still apply.

1833.1 - Coverage of Volunteers for Injury Compensation, Tort Liability and/or Personal Property Damage or Loss

Under the Volunteers in National Forest Act of 1972 as amended, individual and group volunteers under Forest Service volunteer agreements and volunteers working under a qualifying mutual benefit agreement cooperator are covered by the Forest Service to the same extent as a Federal employee for workers' compensation, tort claims coverage pursuant to the Federal Tort Claims Act, and/or personal property damage or loss occurring incident to the volunteer service.

All appropriately authorized volunteers are covered for work injury claims, however it's important to note that the U.S. Department of Labor, not the Forest Service, determines on a case-by-case basis, if a claim is approved.

Forest Service Volunteer Agreements

Volunteers under OF-301a volunteer agreements have workers' compensation, tort pursuant to the Federal Tort Claims Act, and compensation of personal property damage or loss, occurring incident to the volunteer service by the Forest Service to the same extent as Federal employees.

Authorizing Forest Service officials do not have the authority to request, suggest, or require volunteers to sign waivers exempting a volunteer from Agency provided coverage. See FSM 1833.11 regarding use of a volunteer's personal property.

Mutual Benefit Agreements

Volunteers working under a mutual benefit agreement cooperator, where the cooperator meets criteria described in this chapter, have workers' compensation, tort pursuant to the Federal Tort Claims Act, and compensation of personal property damage or loss, by the Forest Service, to the same extent as Federal employees.

This coverage exists for a mutual benefit agreement cooperator's volunteers where the cooperator meets the criteria defined below:

1. The partnership is a mutual benefit agreement:
 - a. Challenge cost share agreement,
 - b. Participating agreement, or
 - c. Stewardship agreement
2. The cooperator recruits, trains, and supports its volunteer(s) as defined in this chapter.

3. The volunteer performs volunteer services under the supervision of the cooperator, as defined in this chapter and as directed by the Forest Service in the mutual benefit agreement.
4. The cooperator contributes information on the volunteer(s) and volunteer services to be provided in an OF-301a and OF-301b, which are approved by the Forest Service authorizing official as defined in this chapter.

See additional direction in FSM 1833.16 regarding the process for workers' compensation, tort pursuant to the Federal Tort Claims Act, and personal property loss or damage claims for Forest Service volunteers and volunteers under a mutual benefit agreement cooperator.

1833.11 - Use of Stock, Equipment and other Personal Property Owned by a Volunteer

Forest Service Volunteer Agreements

An authorized Forest Service official may hire, rent, or use, at cost or at no-cost, personal property owned by volunteers, under such regulations as are prescribed for employees and when such use is reasonable, useful and proper under the circumstances and is in the interests of the public. Use of such property is at the discretion of the Forest Service official. A stock or equipment rental form, written agreement (such as a volunteer agreement or other written form of an agreement), contract or lease may be used. Provide a description, including current condition, of the property to be provided and owned by the volunteer and required for their volunteer service. The authorizing officer, at their discretion, may request a photo and/or inspection of the personal property, prior to authorizing the use as part of the volunteer service. Only personal property which is reasonable, useful and proper for the volunteer service may be listed (such as saddles, tack, tents, stock, mechanized or motorized equipment, stock or other types of trailers, and so forth).

Mutual Benefit Agreements

For a mutual benefit agreement, the cooperator shall provide a description, including current condition, of the property to be provided and owned by the volunteer and required for their volunteer service. Only personal property which is reasonable, useful and proper for the volunteer service may be listed. The cooperator, and/or the authorizing Forest Service official, at their discretion, may request a photo and/or inspection of the personal property, prior to authorizing the use as part of the volunteer service. A description of the personal property to be provided may be listed in the Volunteer Service Agreement form (OF-301a). Use of such property is at the discretion of the authorizing Forest Service official.

Forest Service Volunteer Agreements and Mutual Benefit Agreements:

1. Reimbursements are at the discretion of the authorizing Forest Service official and reimbursements for use of personal equipment will be limited to providing daily forage for animals, and fuel reimbursements (either current POV rates, commuting mileage, or

actual expense – see FSH 6509.33) for vehicles hauling stock or other trailers, ATVs, OHVs, motorcycles, snowmobiles, motorized boats, airplanes, or other motorized vehicles. Refer to FSM 1833.5.

2. Routine care, such as but not limited to veterinarian exams, shoeing, worming, Coggin's tests for stock, and stabling will not be reimbursed by the Forest Service, unless animals are required to be transported across state lines for a volunteer project, event or activity; in that situation Coggin's tests (or other local, state or Federal required tests) may be reimbursed if listed in the agreement and approved by the authorizing Forest Service official.

3. Maintenance and routine mechanical repairs of motorized and mechanized equipment will not be reimbursed by the Forest Service.

4. Except for firefighting emergencies, no reimbursement for loss, damage or destruction of stock, vehicles and other authorized volunteer owned personal equipment shall be made in an amount in excess of \$50 prior to the time the equipment was obtained, or \$2,500 in any other case, unless the equipment or stock was made available under a written agreement (such as an OF-301a or other agreement instrument), contract, or lease.

5. The use and scope of a volunteer's personal property should be stated clearly in the agreement or an attachment to the agreement. The volunteer should understand that all personal equipment not listed in the agreement is not the agency's responsibility.

6. Only the volunteer's personally owned property may be considered for a damage or loss claim under the Military Personnel and Civilian Employees Claims Act (MPCECA) occurring incident to the volunteer service (see FSH 6509.11h, Chapter 40). MPCECA claims for damage or loss of volunteer owned personal property are filed with the Forest Service by the volunteer, whether the volunteer was under a Forest Service volunteer agreement, a Forest Service volunteer group agreement, or volunteering through a mutual benefit cooperator. (See FSH 6509.11h for reasons when a claim may be denied).

1833.12 - Volunteers Using Firearms

Volunteers may carry firearms in situations where field-going employees (except law enforcement employees) would carry them. Such volunteers must receive appropriate training and certification for firearm use and meet any other requirements for firearms handling, including supplemental regional policies. See FSH 6709.11-99-1, 51.2 for additional direction.

1833.13 - Volunteers as Collection Officers

Regional Foresters, Forest Supervisors and Directors may designate volunteers as Collection Officers, per FSM 6533.3. Describe collection duties and training on the volunteer agreement.

The provision of Surety bond for volunteers engaged in the sale of permits or collection of fees is neither required or prohibited (OGC 2008 opinion). Regional Foresters, Forest Supervisors and Directors shall determine the bonding needs of their volunteer Collection Officers.

Volunteers shall receive Collection Officer training prior to assuming any Collection Officer duties. See FSH 6509.14, Collection Officer Handbook.

1833.14 - Work Injury (Workers' Compensation) Coverage of a Volunteer and Cooperator's Volunteers "After Hours" or Overnight

When a volunteer, whether a Forest Service volunteer or a mutual benefit cooperator's volunteer, is on an authorized volunteer service project where the work entails continuous travel, except for a distinct departure on a personal errand, they are covered for work injury (workers' compensation). This includes serving outside of the usual business hours, and overnight. The Federal Employee Compensation Act (FECA) covers a volunteer to the same extent as a Federal employee for reasonable incidents when he or she is on travel status, on a temporary-duty assignment, or is on a special mission and is engaged in activities essential or incidental to such duties.

Continuous travel can be "informal" such as a project identified and approved in the agreement requiring overnight travel (such as a backcountry trail project), or it can be "formal" such as a volunteer on invitational travel status through the Forest Service's travel system. On a case-by-case basis, work injury situations involving formal or informal recreation/personal activities "after hours" may also be covered, depending the circumstances.

Just as for Federal employee coverage, it's important to note that each workers' compensation claim is unique, and a final determination whether a volunteer workers' compensation claim for an "after hours" or overnight incident will be approved is made by the U.S. Department of Labor, not the Forest Service.

1833.15 - Process for Filing Workers' Compensation, Tort Liability and/or Personal Property Damage or Loss Claims for Volunteers and a Cooperator's Volunteers

For any work injury or illness, the on-site Supervisor or other appropriately trained person will provide immediate and necessary first aid/medical care first, ensuring the safety of the volunteer. Forest Service notification process and timeframes, emergency medical evacuation procedures and protocols, process for taking someone to a local Emergency Room, and check-in and check-out procedures shall be established prior to any volunteer work commencing. The Health Insurance Portability and Accountability Act (HIPAA) requires data privacy and protection and security provisions measures be in place for safeguarding medical information. For work injury claims, medical records must be retained for 30 years, as required by OSHA. Mutual benefit agreement cooperators and the Forest Service will ensure they are following HIPAA and workers' compensation requirements as it pertains to protection, security and retention of these records.

Forest Service Volunteer Agreements

For volunteers under a Forest Service volunteer agreement, the volunteer will work with the Forest Service designated project supervisor or the Forest Service Claims Representative to:

1. Gather and timely file the information required for workers' compensation and/or personal property damage or loss claims.
 - a. To facilitate treatment and the workers' compensation process, as soon as possible after the injury, the Forest Service supervisor will contact the Albuquerque Service Center (ASC) to request a CA-16, Authorization of Medical Treatment form be sent to the facility/physician that will be treating the injured volunteer. The facility/physician name, address, phone number and fax number will be provided to ASC. In the case of an emergency, the volunteer will be taken to the treatment facility first, and then ASC will be called to request the CA-16 form.
 - b. A CA-16 form will only be issued within 7 days (counting the injury day) of the injury.
2. The designated Forest Service supervisor will review and certify the injury or illness in the eSafety web portal within two working days of the injury and fax the volunteer's printed/signed CA-1 or CA-2 form and medical paperwork to ASC-HRM Workers' Compensation Fax number, as soon as possible, within 7 days (the sooner the better!).
3. The Forest Service project supervisor will assist the volunteer in tracking the status of their case and will stay in regular contact with the volunteer while the claim is being processed. The volunteer however, has the primary responsibility for tracking their own case.
4. When submitting injury/illness reports and information to the Agency, the individual volunteer, on-site supervisor, or the volunteer group's liaison will be required to include a statement verifying whether they have followed agency safety guidelines and regulations and that the injured/ill volunteer was properly trained and using the required/suggested PPE.

Tort claims pursuant to the Federal Tort Claims Act are the responsibility of and are filed separately by the volunteer.

For a tort liability claim, follow requirements in FSH 6509.11h, chapter 30.

For a personal property damage or loss claim, follow the requirements in FSH 6509.11h, chapter 40.

Mutual Benefit Agreements

For a mutual benefit agreement cooperator's volunteers:

1. The cooperator will work with the volunteer and the Forest Service designated project supervisor to provide the needed information to the Agency within required timeframes, as specified in the agreement, for workers' compensation and/or personal property damage or loss claims.
2. When submitting injury/illness reports and information to the Agency, the cooperator will be required to include a statement verifying whether they have followed agency safety guidelines and regulations and that the injured/ill volunteer was properly trained and using the required/suggested PPE.
3. Once all required forms and information are submitted by the cooperator and the volunteer, the volunteer will be responsible for being the primary contact with the Forest Service designated supervisor and Forest Service claims specialist as the claim is processed.
4. The designated Forest Service supervisor will review and certify the injury or illness in the eSafety web portal and fax the volunteer's CA-1 or CA-2 form and medical paperwork to ASC-HRM Workers' Compensation Fax number, within required timeframes.
5. The Forest Service project supervisor will assist the volunteer in tracking the status of their case and will stay in regular contact with the volunteer while the claim is being processed. The volunteer however, has the primary responsibility for tracking their own case.

Tort claims pursuant to the Federal Tort Claims Act are the responsibility of and are filed separately by the volunteer.

For a tort liability claim, follow requirements in FSH 6509.11h, chapter 30.

For a personal property damage or loss claim, follow requirements in FSH 6509.11h, chapter 40.

1833.16 - Shared Financial Risk for Volunteer and Cooperator's Volunteer Claims

The National Forest System Trail Stewardship Act of 2016 (Pub. L. 114-245, § 4(d)(2)), requires that the financial impact of claims or liability associated with volunteers undertaking trail maintenance be shared by all administrative units. In addition to claims or liability associated with volunteer trail maintenance, the financial impact of workers' compensation, tort and personal property damage or loss claims or liability associated with Forest Service volunteers, or volunteers engaged through mutual benefit agreement cooperators, regardless of the type of volunteer activity, project, event, resource or program work, or Deputy or program area, will

be shared equally across all administrative units so that an individual unit such as a Forest, Grassland, or Ranger District, Region, Station or the Washington Office does not bear the sole financial impact or burden of a volunteer claim. Shared financial coverage of volunteer claims includes costs of medical and/or emergency evacuation of volunteers, if a unit does not already have air transportation or other similar contracts in place (such as helicopter contracts during fire season).

1833.17 - Mutual Benefit Agreement Cooperator Match and Reimbursements

The mutual benefit agreement cooperator may count unreimbursed administrative and operating costs of recruiting, training, supervising, supporting and managing their volunteers as part of their match, as well as the value of the volunteer service provided, as negotiated with the Agency and captured in the written agreement, and as allowed by current policy. See FSM 1580 and FSH 1509.11, chapter 70 for additional guidance, and FSM 1820 for guidance specific to Public Land Corps and Resource Assistants cooperators.

Workers' compensation claims, tort claims pursuant to the Federal Tort Claims Act, and/or personal property damage or loss volunteer claims paid by the Agency to a mutual benefit agreement cooperator's volunteer will not be part of the calculation of match requirements. The value of the coverage by the Agency to a cooperator's volunteers is not a calculable cost, since volunteer claim costs are not incurred until an incident occurs and volunteer claim costs are shared equally among all units nationwide.

Where a mutual benefit agreement cooperator is willing to provide workers' compensation, tort liability and/or personal property damage or loss compensation coverage for their volunteers, the cooperator may negotiate with the Forest Service to be reimbursed for the cost of their policy(s), either in whole or in part, as specified in the agreement.

The value of volunteer owned personal property that is listed in a mutual benefit agreement as described in this chapter, may be negotiated to count as part of the cooperator's match, in accordance with agency policies.

1833.2 - Service Schedules

Volunteers' schedules are not subject to the same limitations or restrictions that apply to employees' schedules. A volunteer's schedule may be irregular and intermittent; and a volunteer may also contribute a one-time service. Current agency work/rest guidelines however, apply to all volunteers, whether under a Forest Service volunteer agreement or a mutual benefit agreement. Federal and State child labor laws apply to volunteers under 18 years of age.

For the purpose of workers' compensation claims, each Forest Service volunteer's and mutual benefit agreement cooperator volunteer's designated duty hours should be reflected in the Volunteer Service Agreement (OF-301a). For projects involving continuous travel (such as a

back country trail project), note typical hours and duties that would also occur “after hours” as part of the volunteer service. See FSM 1833.15 on workers compensation coverage “after hours” or overnight.

1833.3 - Travel and Operation of Motor Vehicles

A volunteer may travel in the course of an assignment if such action benefits the Forest Service (FSM 1833.5).

A volunteer may be issued a U.S. Government Motor Vehicle Operator's Identification Card (form OF-346). The Supervisor shall determine whether the volunteer needs to operate Government vehicles and shall take the necessary action to obtain form OF-346 if the volunteer qualifies. See requirements in FSH 7109.19, chapter 60.

Workers compensation, tort pursuant to the Federal Tort Claims Act, and/or personal property damage or loss coverage for the volunteer begins when the volunteer reaches the volunteer project, event, activity, or duty station and ends when they depart (as described in the agreement). A volunteer who is commuting to and from that site is not covered for workers' compensation, tort liability coverage, or personal property damage or loss. However, reimbursement may occur for commuting mileage to the volunteer project, event, activity or duty station site, as specified in the agreement. See FSM 1833.5.

See requirements in FSH 6509.11h, 41.1b for additional information related to personal vehicle damage.

1833.4 - Uniforms, Costumes, Identification

The official insignia of the Forest Service volunteer program is the Forest Service shield with the word “VOLUNTEER” printed below it.

Forest Service uniforms, costumes, period dress for interpretive demonstrations, or volunteer vests may be furnished at the discretion of the authorized Line Officer. To determine which volunteers should be in uniform, use the same criteria that are used to determine which employees are in uniform. Do not issue any volunteer a Forest Service badge. Volunteers wearing Forest Service uniforms shall wear an approved volunteer patch on the right sleeve. See FSM 6159 for specific information on volunteers in uniform.

The Forest Service may provide or require volunteers to procure, on a reimbursable basis, program identification materials such as patches, pins, decals, t-shirts, caps, and other wearable items which can be worn on/as personal clothing. These are considered incidental expenses rather than uniform items. These items must bear an accurate reproduction of the volunteer insignia and must be appropriate for local conditions.

1833.5 - Incidental Expenses

Forest Service Volunteer Agreements

The Volunteers in the National Forests Act of 1972 as amended (Public Law 92-300, U.S.C. 558b) authorizes the expenditure of appropriated funds to cover certain approved expenses incurred by volunteers as part of their service. The Forest Service has authority to reimburse volunteers for incidental expenses in accordance with existing tax and appropriation law.

Reimbursement is meant to offset the personal cost of volunteering and in no way should be considered salary or be approved in lieu of pay. It is important to note that reimbursement to volunteers is not mandatory, and project managers and Line Officers shall use discretion in their authorization. Once the Volunteer Agreement is signed, the volunteer is subject to the policies and laws established for volunteers and can receive reimbursement of out-of-pocket expenses they incur as a direct result of their volunteer activity. Reimbursements should be determined on a case-by-case basis. Please contact Washington Office International Programs for information on reimbursing international volunteers.

The type of expenses to be reimbursed and the rate of reimbursement must be specified in the Volunteer Agreement. Receipts must be provided for any out-of-pocket expenses and appropriate documentation must be provided for travel and per diem expenses. Volunteer expenses or reimbursements improperly documented can create tax liability for the volunteer and may result in the issuance of a 1099 tax form by the Forest Service. Ultimately, it is the volunteer's responsibility to ensure the correct taxable income is reported to the IRS.

Reimbursements under Group Volunteer Agreements will be made to the organization, not to an individual. Reimbursements directly to an individual volunteer group member may be construed as unethical and could create a taxable liability for the volunteer.

1. **Transportation Costs.** Volunteers may be reimbursed for out-of-pocket commuting costs (mileage, bus, rail, parking fees, tolls, and so forth) incurred on the way from their residence to their official duty station, and on the return trip from their duty station back to their residence. Incurred commuting mileage expenses may be reimbursed at either the IRS standard charitable rate or for actual mileage expense. Actual mileage expense reimbursement requires volunteers to show actual costs; including receipts and per-mile expense. However, expenses for general repair and maintenance expenses, depreciation, tires or registration fees are not reimbursable. (IRS Pub.526)

Transportation costs incurred while on official business within the scope of the Volunteer Agreement may be reimbursed up to the business/advantageous to the Government rate in accordance with the Federal Travel Regulations (FTR).

Submit transportation reimbursement requests substantiated with receipts and/or detailed records, such as dates, times, purpose, destination, and miles traveled to the Albuquerque Service Center (ASC) Budget and Finance (B&F), Miscellaneous Payments

(MiscPay). See <http://fsweb.asc.fs.fed.us/bfm/programs/financial-operations/payments/miscellaneous/>

Substantiated transportation costs should be coded to BOC 2121 for Personally Owned Vehicle (POV) Mileage and BOC 2111 for Common Carriers such as taxi, ferry, or bus transportation.

2. Food/Meals. Generally, meals are a personal expense. However, funds may be used to purchase food for volunteers if the volunteer will be working in an area where access to normal sources of food supplies and/or meals is not available or reasonably accessible. The meals must be furnished on the business premises, and for the convenience of the Forest Service such as, for a business reason. Program Managers and Line Officers should keep in mind that catering to remote locations presents significant practical and logistical issues. (26 CFR 1.11191 & 26 USCS 119).

Additionally, volunteers may be reimbursed for the reasonable cost of meals when performance of their service contribution requires them to be away from home overnight, or if they are in travel status. Meals include amounts spent for food, beverages, taxes and related tips (26 CFR 1.170a-1).

Meal reimbursement must:

- a. Have a business connection;
- b. Be substantiated with vouchers and receipts; and
- c. Provide for the repayment of excess reimbursements within a reasonable period of time. (26 CFR 1.62-2).

Qualified food/meals should be submitted via the ASC B&F MiscPay process and coded to BOC 2131– Subsistence & Lodging. If a volunteer is in travel status, reimbursements may also be submitted through the current travel authorization and vouchering program (see para. 4, Temporary Duty Travel for more information).

3. Incidental Expenses. Volunteers may be reimbursed for incidental expenses incurred that are required and/or directly related to their service such as required uniforms, period costumes, subsistence supplies such as propane, and so forth (26 CFR 1.170a). Such expenses must be noted on the Volunteer Agreement and approved by the Forest Service official. Only expenses that are deemed to be in the best interest of the Government may be authorized. (FSH 6509.33.301-12)

a. Examples of incidentals that may be reimbursed:

- (1) Propane or other heating/cooling medium for the temporary residence.
- (2) Uniforms and period clothing (costumes) required for the project.

(3) Cleaning of uniforms.

(4) Generator fuel.

b. Examples of expenses that must be purchased by the unit:

(1) Materials and supplies for a project such as paint, hardware, tools, trail supplies, film development and communications devices such as radios, cell phones, and so forth.

(2) Safety equipment.

(3) Registration fees for required training conferences, as noted on the Volunteer Agreement.

(4) Training fees.

c. Examples of expenses that may not be reimbursed/purchased:

(1) Expenses for family members not volunteering.

(2) Insurance premiums, inclusive of Office of Workers' Compensation Programs and liability coverage.

(3) Childcare expenses.

(4) Rental vehicle or other personal vehicle repair.

(5) Feed for stock and repair of tack unless tort is covered/incurred, or a Personal Use Stock Agreement is in place.

Requests for reimbursement should be submitted via the ASC B&F MiscPay process and all expenses must be accounted for with supporting receipts. Contact Washington Office International Programs for information on reimbursements to international volunteers. Statements certified by volunteers and/or service employees are not enough substantiation for expense reimbursements.

Incidentals should be coded to the appropriate BOC for the item(s) purchased.

4. Temporary Duty Travel (TDY). On occasion, volunteers will be required to travel to a temporary site to conduct official business/volunteer activities. When on official travel, volunteers are invitational travelers, and are subject to the Federal travel rules and regulations that apply to employees (FTR ch. 301). Accordingly, a travel authorization must be approved and upon completion of travel, a travel voucher must be processed. For more information, please see <http://fsweb.asc.fs.fed.us/bfm/programs/financial-operations/payments/miscellaneous/>

5. Lodging. Lodging is defined in the FTR 300-3.1 to include:

“expenses for overnight sleeping facilities, baths, personal use of the room during daytime, telephone access fee, and service charges for fans, air conditioners, heaters and fires furnished in the room when such charges are not included in the room rate. Lodging does not include accommodations on airplanes, trains, buses, or ships. Such cost is included in the transportation cost and is not considered a lodging expense.”

a. Volunteers may be reimbursed for actual and reasonable lodging costs incurred while on assignment when performance of their service requires them to stay away from home/residence overnight.

b. Volunteers may be lodged in government quarters, when not needed for paid employees, and shall not be charged rent or utility costs. Lodging must be furnished on the business premises, for the convenience of the Forest Service, and the volunteer must accept lodging in order to properly perform volunteer functions/duties.

c. In situations where a volunteer is housed at a camp site, and/or when volunteers use privately owned camping or recreational vehicles while on assignment, the “Field Rate” per diem may be used. Field rate per diem may be established by local Line Officers. Reduced per diem rates are also used for TDY over 30 days. A travel authorization must be approved, and volunteers are subject to the Federal travel rules and regulations that apply to employees. (FTR 301)

For purposes of this section, the IRS definition of “home” is:

1. The regular or principal (if more than one regular) place of business, or
2. If no regular or principal place of business because of the nature of the trade or business, then at the regular place of abode in a real and substantial sense. *Revenue Ruling 60-189, 1960-1 C.B. 60*

If neither of the two categories are an accurate reflection of a taxpayers’ home, they are considered to be an itinerant whose home is wherever they happen to work, and thus is not “away from home” for traveling expense deduction purposes. There are eight objective factors that may be used to determine, with respect to the taxable year in question, the nature of a taxpayer’s assertion that the claimed abode is the “regular place of abode in a real and substantial sense”. They are:

1. Whether the taxpayer performs a portion of their business in the vicinity of the claimed abode and uses such abode (for purposes of lodging) while performing such business there;

2. Whether the taxpayer's living expenses incurred at the claimed abode are duplicated because the business requires them to be away; and

3. Whether the taxpayer:

- a. Has not abandoned the vicinity in which their historical place of lodging and claimed abode are both located;
- b. Has a member or members of family (marital or lineal only) currently residing at the claimed abode; or
- c. Uses the claimed abode frequently for purposes of lodging.

4. If the taxpayer fails to satisfy at least two of the three objective factors set forth in the preceding paragraph, they will be regarded as itinerants whose "home" is wherever they happen to serve, and thus cannot be "away from home" according to Internal Revenue Service Revenue Ruling 73-529, 1973-2 C.B. 37.

5. Travelers are eligible for an allowance when performing official travel away from the official station, incurring per diem expenses while performing official travel, or traveling for more than 12 hours (FSH 6509.33, 301-11.1).

6. Workers Compensation, Tort and Liability Coverage. Workers' compensation and liability insurance are not reimbursable expenses via Volunteer Agreements.

7. Deductible Volunteer Expenses. Volunteers provide services without compensation and may be reimbursed for certain expenses. Expenses exceeding allowable reimbursement may be able to be claimed as a charitable contribution on Schedule A of IRS Form 1040. Volunteers should refer to IRS Publication 526, "Charitable Contributions" for information regarding claiming deductible contributions on their Federal income tax returns.

8. Documentation/Recordkeeping. The Vendor Code Information Worksheet FS-6500-231 must be completed for all volunteers claiming reimbursement and forwarded to ASC B&F Miscellaneous Payments prior to the first reimbursement request, and for any subsequent changes to the volunteer's information.

All documentation regarding volunteer payment must be complete and accurate, and include all appropriate supporting documentation, signatures and approvals. To meet these requirements, there must be:

- a. Documentation that the expenses were incurred as an ordinary and necessary part of performing their duties; and
- b. Proper substantiation of expenses (such as, receipts, bills, logs, statements).

All amounts paid that do not meet these requirements may be considered income and be subject to reporting on an IRS form 1099.

The ASC B&F MiscPay process must be used for reimbursement claims. Supporting documentation must include itemized original bills, sales slips, cash register receipts or vendor invoices. A summary of expenses claimed is insufficient documentation and will not be approved for payment. Expenses should be listed in detail.

NOTE: “Subsistence” should not be used as a stand-alone, single-word expense description. Descriptions must be detailed and complete to include dates, rates, and so forth.

For audit purposes, complete copies of volunteer reimbursement documentation must be retained at the respective units for 3 years following closing the volunteer’s file (FSH 6209.11, sec. 41 part 2).

Mutual Benefit Agreements

Volunteers engaged through a qualifying mutual benefit agreement cooperator do not receive individual reimbursements from the Forest Service for incidental expenses related to their volunteer service, since they are working under the cooperator. However, they may be reimbursed directly by the cooperator for incidental expenses related to their volunteer service as described above, such as mileage, and so forth. Mutual benefit agreement cooperators may negotiate reimbursement from the Forest Service for those incidental volunteer expenses as part of their agreement.

1834 - Performance and Supervision

1834.1 - Performance

The Forest Service is committed to creating and maintaining a work environment in which all people are treated with dignity, fairness, and respect, and are free from harassment. This includes both Equal Employment Opportunity (EEO) related and non-EEO related harassment. This policy applies to all Forest Service employees in their working relationship with Federal employees, non-Federal employees, and the public. The policy also applies to persons employed under contract, or persons engaged through agreements with the Forest Service, including volunteers under Forest Service volunteer agreements, and employees, participants and volunteers engaged through a mutual benefit agreement cooperator.

The Forest Service workplace will be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. The Agency will not tolerate:

1. Sexual harassment which is a particularly egregious form of harassment and a form of sex discrimination prohibited by law and regulation. Sexual harassment is not condoned in Forest Service programs, activities, in the work environment, or in situations that impact the work environment (FSM 1765.05).
2. Any use of derogatory words, phrases, epithets, gestures, pictures, drawings, or cartoons that:
 - a. Deal with or target race, color, religion, age (40 years or older), disability (physical or mental), national origin, sex (gender), sexual orientation, genetic information, marital, and /or parental status regardless of the means of delivery (that is, verbal or electronic communication); or
 - b. Intimidates, abuses, offends, or creates a hostile work environment.
3. The use of Government issued and/or provided electronic devices (computers, cellular telephones, tablets, internet, email and/or other equipment) to harass, demean, or degrade another. This prohibition includes the viewing, downloading, storage, or distribution of pornographic or sexually explicit material on such devices whether in the workplace or not, whether on duty or off duty, and whether or not another employee witnesses it.
4. Viewing or displaying pornographic or sexually explicit materials that may be viewed by other employees during the course of employment regardless of the means or methods (such as, but not limited to, print, hard copy, audio or electronic).
5. Retaliation against any employee, volunteer or cooperator for reporting matters under this policy, or for assisting in an inquiry related to such a report.

See FSM 1765.03 for additional direction on creating and maintaining a harassment free work environment.

Forest Service Volunteers

Volunteers are expected to perform service as described in the agreement and any supplemental description of duties, conduct themselves appropriately as described in FSM 1834.1, and to follow all safety protocols in accordance with Forest Service standards. Responsible Forest Service officials shall ensure adequate supervision of the volunteers, maintain a record of hours served, and terminate volunteers if their service or conduct is unsatisfactory only after making a reasonable effort to determine and correct the cause for

unsatisfactory service unless that service or conduct is posing a risk or threat to other Agency employees, volunteers, other cooperator participants, and/or members of the public. Only the Forest Service official who signed the agreement or a successor or acting has the authority to terminate an agreement for performance or conduct issues. Refer to the local line officer for misconduct processes.

Mutual Benefit Agreements

Volunteers working under a mutual benefit cooperator are expected to perform service as described either in the mutual benefit agreement or the Volunteer Service Agreement form (OF-301a), conduct themselves appropriately as described in FSM 1834.1, and to follow all safety protocols in accordance with Forest Service standards. The cooperator is responsible for ensuring the same level of oversight, supervision and management of their volunteers as would be exercised by the Forest Service in its supervision of its compensated employee(s) providing the same service, including maintaining a record of training and certifications received, hours served, accomplishments achieved, and addressing performance issues. Cooperators may terminate volunteers, including but not limited to situations where their service or conduct is unsatisfactory, if volunteers refuse to follow safety standards and protocols, if violations of law, regulation or policy are occurring, or if harassment or discrimination of any kind is taking place. Cooperators are encouraged to make a reasonable effort to determine and correct the cause for unsatisfactory service or conduct, prior to termination unless that service or conduct is posing a risk or threat to other volunteers, other cooperator participants, Agency employees, and/or members of the public. If there is such a risk or threat, Cooperators are encouraged to make a reasonable effort to determine and correct the cause of unsatisfactory service or conduct when possible even after a termination.

1834.2 - Orientation, Training and Safety

Forest Service Volunteer Agreements

1. Volunteer Orientation: Provide each volunteer orientation on Forest Service history, programs, objectives, environmental quality, and public safety, as appropriate. Also provide the booklet or a link to an electronic copy of "Welcome to the Forest Service: A Guide for Volunteers" as appropriate.
2. Safeguarding Equipment & Government Property: Inform the volunteer that financial liability and agreement termination could result from willful disregard or negligence in the use or safeguarding of Government equipment or other property. Agreement termination could also result from willful disregard or negligence that jeopardizes the safety of themselves, other volunteers, employees or the public.
3. Safety is the utmost priority on all projects and tasks: Safety policy for volunteers is the same as for employees. Ensure volunteers receive the necessary training to enhance their service and perform all tasks safely and with the proper personal

protective equipment. Ensure that each field going crew has at least one currently First Aid/CPR certified member, as required by FSH 6709.11-2016, 21.21.

4. Refer to the OF-301a volunteer agreement to identify who will provide personal protective equipment. Refer to the Risk Assessment or Job Hazard Analysis for each task and any training and/or certifications required. Each volunteer shall receive training in safe practices before and during assigned tasks (FSH 6709.11). The agreement will describe who is providing the training. Accident reporting for volunteers is the same as for employees and the volunteer or volunteer group/organization will coordinate with the designated Forest Service project contact to ensure all required documents are provided.

5. Safety Training for Key Positions: Campground hosts and other volunteers whose assignments convey any level of responsibility for public safety should be provided specific training such as First Aid, CPR, and other emergency response protocols. Consider blood borne pathogen training/certification for recreation volunteers who may have public contact. Volunteers should be informed to not put themselves in harm's way when dealing with public safety or any other situations in the course of their service.

6. Firefighting Training: Volunteers already signed up with the Forest Service may receive firefighting or other training incidental to their service; however, the Volunteers in the National Forests Act does not authorize recruiting persons solely for the purpose of providing them firefighting or other training which may lead to employment, or in any way using volunteering as a condition of paid employment.

Mutual Benefit Agreements

For volunteers working under a mutual benefit agreement cooperator, the cooperator is responsible for assuring the necessary trainings and certifications required for safety are met, in accordance with Forest Service standards, including provision of Personal Protective Equipment (PPE), as described in the mutual benefit agreement. The mutual benefit agreement cooperator shall keep safety training records, PPE hazard assessment documents, and PPE purchase records. In the event of an injury or illness, those records will be turned over to the Forest Service.

The mutual benefit agreement cooperator will ensure that each field going volunteer crew has at least one currently First Aid/CPR certified member, as required by FSH 6709.11-2016, 21.21.

The Forest Service may provide training and certification support to cooperators if in the interest of the partnership; the agreement must describe, what role, if any, the Forest Service may have in assisting the cooperator with trainings/certifications and/or providing PPE. In addition to ensuring safety standards and protocols are followed, as part of their agreement, qualifying mutual benefit cooperators will also ensure

communication plans and protocols for medical and other emergencies, including emergency evacuations, are in place prior to and approved by the Forest Service authorizing officer, prior to volunteer work commencing.

1834.3 - Volunteers Requiring Access to Forest Service Computers and Buildings

Homeland Security Presidential Directive 12 (HSPD-12) requires non-employees needing unescorted access to Federal information technology and/or mission-critical facilities to obtain a security credential. For new volunteers that require access to Forest Service information technology systems and facilities, a determination will be made as to the length of time the applicant will be associated with the Forest Service and have IT access. See "Background Investigation FAQ" on [https://usdagcc.sharepoint.com/sites/fs-rhvr-vsp/Documents/508%20Compliant%20BackgroundInvestigations FAQ 10-27-2015.pdf](https://usdagcc.sharepoint.com/sites/fs-rhvr-vsp/Documents/508%20Compliant%20BackgroundInvestigations%20FAQ%2010-27-2015.pdf) or contact the Region/Station Volunteer Program Coordinator or the Albuquerque Service Center, Human Resource Management section for information on HSPD-12.

1834.4 - Drug Testing of Volunteers

Drug testing for volunteers follows the same parameters established for employees. For instance, if volunteers perform duties which require them to carry firearms, drive commercial vehicles or heavy equipment they must undergo drug testing as would an employee. These are defined as "test designated positions". Since volunteers are not entered into the employee database they cannot be part of the random drug test program, but they can and should undergo an initial ("applicant") drug test if they will be serving in a test designated position. See the HR Drug Test Program website for more information on designated positions. <http://fsweb.wo.fs.fed.us/hrm/drug-testing/index.php>

Volunteer Agreements for volunteers who serve in test designated positions must include a statement in the Description of Service to be Performed section, which must state that the volunteer will be performing the test-designated duties and agrees to adhere to drug testing requirements.

The volunteer applicant will be required to report to the designated local medical clinic for the drug test. The unit requesting the drug test is responsible for all costs. Contact the Drug Test Program Manager at Albuquerque Service Center Human Resources division for contact information for local medical clinics which perform drug tests.

If random testing is required by the position, units may request an additional test after 6 weeks of the volunteer beginning service in the test-designated position.

1834.5 - Termination of Agreements

Volunteer agreements may be established for a one year or longer period and may be renewed but must be reviewed annually and updated with any new or changed information. Volunteer agreements may be terminated at any time by the Forest Service or by the volunteer.

Personnel laws do not apply to volunteers but anti-discrimination laws do apply. The volunteer's Supervisor should ensure that the agreement is being terminated for an appropriate reason such as performance, completion of a project or agreed-upon term of service, lack of appropriate tasks or supervision, and so forth.

Mutual benefit agreements may be terminated by the Forest Service or the cooperator, as stated in the agreement.

1834.6 - Records

Forest Service individual and group volunteers should submit a monthly record of service (FS-1800-25) that documents the number of hours volunteered and when for the purposes of recognition and reporting to their Supervisor, who signs and forwards it to the unit volunteer coordinator. Groups may submit one group record of service monthly.

Maintain a file for the official records of each volunteer or volunteer group. Regardless of other requirements, the file must contain the following information on each volunteer or volunteer group:

1. The volunteer agreement;
2. Record of hours served;
3. Accomplishments;
4. Training received;
5. Amount and purpose of monetary expenditures for incidental expenses;
6. Medical records, if any, and;
7. Related correspondence.

See FSM 1833 and FSM 1836 for records pertaining to mutual benefit cooperators.

See FSH 6209.11, chapter 40 for additional direction on record retention. Retention times will vary, depending the type of record.

1835 - Volunteer Status and Recognition

1835.1 - Status of Volunteers

Volunteers need not be citizens of the United States. Anyone may apply for a volunteer position, regardless of citizenship status. Non-citizen applicants may become a volunteer if they meet visa requirements and other stipulations per the US Department of State. Other

basic enrollment requirements are the same as for U.S. citizens. Contact the Washington Office International Programs for information on hosting an international volunteer.

Volunteers do not have the status of a Federal employee with respect to provisions of law relating to recruitment, employment, compensation, and employee benefits. However, for the purpose of the tort claim provisions of title 28 of the United States Code, a volunteer is considered a Federal employee to the extent tort claim coverage is not provided by a volunteer's organization under a Group Volunteer Agreement. For the purpose of 5 U.S.C. 81, § 8101 et seq., which concerns compensation to Federal employees for work injuries, volunteers are deemed civil employees of the United States within the meaning of the term "employees," as defined in 5 U.S.C. 8101, when coverage of work injury compensation is not provided by a volunteer's organization under a Group Volunteer Agreement, or when such coverage is exhausted.

Volunteers shall enjoy the same degree of protection by State and local law enforcement agencies as all members of the general public. In those circumstances where State or local law enforcement officials are not reasonably available, Forest Service officials may, under 36 CFR 261.3c, arrest persons interfering with, threatening, or intimidating a volunteer when performing duties assigned by the Forest Service. In appropriate circumstances, volunteers may also file a criminal complaint under State law.

1835.2 - Recognition of Service

In planning and implementing volunteer programs and activities, Forest Service managers shall consider and include appropriate means of recognizing volunteers' contributions. Private individuals and organizations that make contributions to Forest Service programs may be recognized under the authority of Title 16, United States Code, Section 556h (16 U.S.C. 556h).

At the termination of each period of satisfactory service, each volunteer or group may receive appropriate recognition; such recognition should be documented. Only nonmonetary awards may be given; follow direction in FSM 6511.31d. Any volunteer contributing 250 hours of documented Federal volunteer service after January 1, 2007, may receive an Interagency Volunteer Pass.

Any volunteer or organized group of volunteers who contribute a total of 1,000 hours or more of documented volunteer service can receive national recognition. An individual within a group may receive an individual award if that individual has completed at least 1,000 hours of voluntary service. The Supervisor unit should forward documentation to the appropriate Regional Forester or Station Director, who shall prepare a request for each volunteer or group of volunteers and forward to the Washington Office, Recreation, Heritage, and Volunteer Resources staff. The Washington Office prepares the Volunteer Certificate of Achievement for signature by the Chief (ex. 01).

Volunteers may receive a President's Award for Volunteer Service. Contact the Washington Office Volunteer Coordinator for information on ordering this award.

Volunteers may be nominated for a national award in the annual volunteer award program conducted by the Washington Office, Recreation, Heritage, and Volunteer Resources staff. Contact the Washington Office Volunteers & Service staff for information.

1835.3 - Credit for Service

When evaluating the qualifications of volunteers who seek employment, treat volunteer service as official service, give full credit for the type of work performed and length of service. However, volunteer service may not be credited toward calculations of retirement, leave, or any other benefit.

1836 - Reporting Requirements

All volunteer service hours and accomplishments are to be captured and reported annually, whether under a Forest Service volunteer agreement or a mutual benefit agreement.

Forest Service Volunteer Agreements

Facilitate the reporting of volunteer and participant service outcomes in VSReports (Volunteers & Service Accomplishments Reporting Database) at the local unit level utilizing the USDA Forest Service VSReports FS-1800-16 Report Excel spreadsheet. Volunteerism and service activities are reported annually to Congressional appropriators in the Budget proposal or performance accountability report. The official repository for Forest Service volunteer, community and national service participant engagement, partnerships, outcomes and accomplishments across all Deputy Areas is VSReports (Volunteers and Service Accomplishment Reporting Database <https://apps.fs.usda.gov/vsreports/>). Minimum reporting requirements include project information; partner data, if any; functional or work areas and hours served; participant demographics including age, ethnicity and race, veteran status, and disabilities, if any; and, Forest Service and partner costs related to the project. Information about reporting accomplishments is available at <https://usdagcc.sharepoint.com/sites/fs-nfs-vs/SitePages/VSReports.aspx>

Programs for which accomplishments should be reported are:

1. International Volunteers (FSM 1830)
2. Job Corps (FSM 1850)
3. Partnerships & Organization Agreements (FSM 1810 & 1820)
4. Volunteers (Individual and Group Agreements FSM 1830)
5. Youth Conservation Corps (FSM 1840)

Volunteer accomplishment reporting must cover both individuals participating as volunteers on their own initiative and those who volunteer through group organizations, as well as international volunteers.

For volunteer engagement that includes conservation education, interpretation, NatureWatch and other education and public outreach activities, events or projects, additional reporting of accomplishments is also required in the NatureWatch, interpretive services, and conservation education (NICE) database by submitting accomplishments to <https://apps.fs.usda.gov/nice/f/welcome>. Accomplishment reporting is due October 15 of every year.

Mutual Benefit Agreements

Mutual benefit agreement cooperators that engage volunteers will be required to report volunteer accomplishments to the local Forest Service unit where participants perform their service, no later than by the end of the Fiscal Year. Volunteer accomplishment outcomes by mutual benefit cooperators are also reported annually to Congressional appropriators in the Budget proposal or performance accountability report. The official repository for Forest Service volunteer, community, and national service participant engagement, partnerships, outcomes and accomplishments across all Deputy Areas is the VSReports (Volunteers and Service Accomplishment Reporting Database <https://apps.fs.usda.gov/vsreports/>). Minimum reporting requirements include project information; partner data, if any; functional or work areas and hours served; participant demographics including age, ethnicity and race, veteran status, and disabilities, if any; and, Forest Service and partner costs related to the project. Local units should provide cooperators a copy of VSReports FS-1800-16 Report excel spreadsheet, for entry upon completion into the database by the local unit. Forest Service staff are encouraged to coordinate early with the cooperator prior to Fiscal Year end to gather the cooperator's volunteer data for entry by Agency staff into the Volunteer and Service Database.

An annual accomplishment report with data and accomplishments specific to volunteers will also be included as part of the performance monitoring provision in the cooperator's agreement.

For cooperators engaging volunteers that are providing interpretive services, conservation education, NatureWatch, or other public outreach efforts, reporting on those activities, events and programs is also required in the NatureWatch, interpretive services, and conservation education (NICE) database. Accomplishments can be submitted to the Forest Service contact or directly by the cooperator to the database <https://apps.fs.usda.gov/nice/f/welcome>. Accomplishment reporting is due October 15 of every year. An accomplishment report with data and accomplishments specific to NICE data accomplishments will also be included as part of the performance monitoring provision in the cooperator's agreement.

Sample Certificate of Achievement



Volunteers & Service

Working Together Preserving the Public Lands Legacy

CERTIFICATE OF ACHIEVEMENT

awarded to

in recognition of volunteer contributions of more than _____ hours to conserve and manage
natural and cultural resources for the U.S. Department of Agriculture, Forest Service.

Date