CONTRACT ADDENDUM
FOR SERVICES THROUGH JUNE 30, 2031

Please read, complete, sign and return this document with your contract. No contract will be approved without this addendum.

As used below, the terms "contractor," "contract personnel," "contract employee," or any other similar phrase shall be understood to have the same meaning and may be used interchangeably. Nothing in the choice of term is intended to create or imply any additional rights or benefits. Similarly, the terms "Agency," "Department," "Employer," "DFS," or any other similar designation shall all mean the Department of Fire Services and shall be used interchangeably, having the same meaning throughout this Addendum.

SECTION 1

SCOPE OF SERVICE

This contract is to perform work in the designated programs in accordance with the attached job description for the specific position or positions employed for. When hired for multiple positions with multiple job descriptions, or where necessary to meet the needs of the Agency, DFS retains the sole discretion to modify, reassign, or otherwise change the duties, responsibilities, or program assignments of any contract employee at any time during the term of the contract. Such changes may occur for any reason, including if classes or programs are discontinued, cancelled, or rescheduled, if operational priorities or programmatic needs of DFS evolve, or if it is otherwise determined to be in the best interest of the Agency. All contracts are subject to appropriation.

SECTION 2

CONDUCT, NOTIFICATION and CONTRACT SUSPENSION and/or TERMINATION: CONTRACT EMPLOYEES

DFS prohibits contract employees from working if they have been charged with a misdemeanor or felony, are under investigation, are on administrative leave from another employer for alleged wrongdoing or are alleged by any entity to have engaged in conduct that could bring DFS into disrepute. This applies regardless of whether the allegations or investigations arise from internal DFS matters, another department or agency, or any external entity. All allegations of misconduct, internal or external, may be considered in determining a contractor's suitability for continued employment with DFS.

If, before or during your contract period, you are charged with a misdemeanor, indicted for a felony, become the subject of an allegation, or are under investigation, your contract may be suspended without pay or terminated while the matter is pending. You must immediately notify your Division Director and provide notice to the DFS General Counsel within five (5) calendar days. Failure to provide timely notice may also result in suspension without pay or termination of your contract. Your contract may also be terminated if you are convicted of any criminal offense or if an investigation finds, or tends to show, that you engaged in wrongdoing or conduct that could reflect poorly on DFS. The absence of a final conclusion in an investigation or criminal matter does not limit DFS's right to immediately suspend or terminate your contract at any time, without cause or penalty, as provided under Paragraph 4 of the Commonwealth Terms and Conditions.

SECTION 3

INFORMATION FOR FEDERAL EMPLOYEES SIGNING CONTRACTS WITH THE DEPARTMENT OF FIRE SERVICES

If you are a federal employee providing services for DFS, it is incumbent upon you to verify with your federal employer that you are not in violation of any applicable federal statutes or regulations regarding your employment for DFS. DFS shall not be liable in any way for your failure to verify or for any actual or perceived violation of any statute or regulation.

SECTION 4

PUBLIC PENSION RESTRICTIONS FOR ALL INDIVIDUALS SIGNING EMPLOYMENT CONTRACTS WITH DFS

Massachusetts law imposes certain restrictions on individuals who are collecting a pension or retirement allowance from the Commonwealth, county, city, district or authority.

M.G.L. C32, s.91 (b) states in pertinent part that "…any person who has been retired and who is receiving a pension or retirement allowance…from the Commonwealth, county, city, town, district or authority…may be employed in the service of the Commonwealth, county, city, town, district or authority . . . for not more than twelve hundred hours (1200) in the aggregate in any calendar year; provided the earnings therefrom when added to any pension or retirement allowance do not exceed the salary that is being paid for the position from which he was retired or in which his employment was terminated or the salary upon which the retirement allowance is based, whichever is greater**,** plus $15,000; provided however that in the first 12 months immediately following the effective date of retirement, the earnings received by any person when added to any pension or retirement allowance the person is receiving shall not exceed the salary that is being paid for the position from which the person was retired or in which the person's employment was terminated."

In addition, M.G.L. c.32, s.91 (c) states in pertinent part that "Each person referred to in paragraph (b) shall certify to his employer and the treasurer or other person responsible for the payment of the compensation for the position in which he is to be employed the number of days or hours which he has been employed in any calendar year and the amount of earnings therefrom, and if the number of hours exceeds twelve hundred hours (1200), in the aggregate, he shall not be employed or if the earnings therefrom exceed the amount allowable under paragraph (b) he shall return to the appropriate treasurer or other person responsible…all such earnings as are in excess of the allowable amount. The amount of excess not so returned may be recovered in an action of contract by the appropriate treasurer…"

In summary, the restrictions on public pensioners are twofold: a cap of twelve hundred hours (1200) in a calendar year, and an earnings cap of the difference between the individual's pension and the salary for the position from which he retired.

The following is an example of this formula:

Current annual salary for position which pensioner retired from	= $50,000
Less current annual pension	= -$30,000
Maximum amount that can be earned within 1200 hours in one calendar year	= $20,000

Any public pensioner who wishes to work in excess of the statutory restrictions may do so by executing a waiver of his pension or retirement allowance. M.G.L. c.32, s.90B states in pertinent part, "Any person retired from the service of the Commonwealth or any of its political subdivisions…may waive and

renounce for himself…any portion of the pension or retirement allowance payable to him…for such period as he may specify in such waiver and renunciation…such person may…include a provision that such shall remain in effect until further notice."

Note: The law places the burden for compliance on the individual pensioner. The Massachusetts General Laws referenced in this Section are included solely for the convenience of the contract employee. These statutory provisions may be amended after the execution of this Contract. It is the sole responsibility of the contract employee to remain informed of, and in full compliance with, all applicable laws governing individuals who are receiving a retirement allowance from the Commonwealth, a county, city, district, or authority. DFS is not required to revise, update, or amend this provision in response to any future statutory changes during the term of your contract regarding this Section.

SECTION 5

DRUG FREE WORKPLACE POLICY

The DFS seeks to ensure a safe, healthy, and productive work environment for all employees and contractors. Evidence clearly indicates that substance abuse by employees or contractors results in low productivity, high absenteeism, excessive use of medical benefits, and a risk to their own safety as well as that of their co-workers. In a good faith effort to comply with the Federal Drug-Free Workplace Act of 1988, enacted by Congress, the DFS wants to re-emphasize its long-standing policy against the use of illegal drugs and alcohol on Commonwealth property. It is prohibited for any employee or contractor of the Commonwealth to unlawfully manufacture, distribute, dispense, possess or use controlled substances at the workplace.

The DFS has taken steps to combat the dangers posed by substance abuse. Some resources available to you include the Governor's Alliance Against Drugs which provides drug and alcohol educational materials and is active in local schools and communities; the State Department of Public Health's Division of Substance Abuse which has an information and referral hotline
(1-800-327-5050) (TTD 617-547-2111) and website www.helpline-online.com to help find out about treatment options and resources.

In a further effort to safeguard its employees, the DFS will impose disciplinary action, up to and including termination in instances where employees or contractors are found to have engaged in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace and/or require participation in a drug abuse assistance or rehabilitation program. In compliance with the Drug-Free Workplace Act of 1988, all employees and contractors are required to adhere to the provisions and requirements of the DFS Drug Free Workplace Policy and must also notify the DFS Director of Human Resources in writing of your conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction.

SECTION 6

WORKPLACE VIOLENCE

Executive Order #442 establishes a zero tolerance policy for workplace violence and requires state agencies to promptly disseminate written copies of the policy to all employees. The Executive Order applies to individuals employed by the Office of the Governor or any state agency under the Executive department. Workplace violence undermines the integrity of the workplace and the personal safety of the individual employee. Therefore**,** the Commonwealth maintains a zero tolerance policy for workplace violence. Effective immediately, it is the policy of the Commonwealth that all of it**s** employees work in an environment free from workplace violence.

SECTION 7

CONTRACTED HOURS

Contract employees may only work the hours specified in their contract and are not eligible for paid overtime unless they work more than 40 hours in a week. Contract employees may not accrue compensatory time. Contract employees who are engaged to work or instruct in various programs must obtain prior approval from their coordinator, supervisor, or division director before making any changes to their assigned schedule or hours. Contract employees may only perform the duties defined in their contract and are not permitted to instruct or work in any other capacity for DFS. Contract employees are strictly prohibited from performing any work for DFS while on fire department duty, or while on duty for any other state agency, municipality, or other employer of any kind. During the hours covered by their DFS contract, contract employees shall not be engaged in any other employment, business activity or any non-DFS related matter.

Additionally, contract employees may not perform any work for DFS while on sick leave, administrative leave, parental leave, military leave, family or medical leave, injured on duty leave, or any other type of leave or leave of absence of a similar nature from their primary or other employer(s), regardless of whether they are physically capable of performing DFS duties. The only exceptions are vacation leave and personal leave from their primary or other employer(s), during which contract employees are eligible to work for DFS.

Contract employees are required to notify their Division Director and the Director of Human Resources immediately, and in no event later than 24 hours after the start of any period of leave or absence described above during which they are prohibited from performing DFS work. Failure to provide timely notice may result in suspension without pay or termination of the contract. If DFS becomes aware that a contract employee is working for DFS in violation of any of the above restrictions, the contract employee is subject to immediate suspension without pay or termination of their contract.

Consistent with 454 CMR 27.04(1), when a contract employee who is scheduled to work three or more hours reports for work at the time set by DFS, and that contract employee is not provided with the expected hours of work, the contract employee shall be paid for at least three hours on such day. However, if DFS informs the contract employee in advance that the employee is not to come to work, then the employee is not entitled to pay.

SECTION 8

ACCEPTABLE USE OF INFORMATION TECHNOLOGY ASSETS

The DFS information technology assets further organizational goals and priorities. In using the DFS information technology assets, DFS encourages their employees to act in a professional and ethical manner and comply with their applicable Code of Conduct, relevant enterprise, and agency- level policies and/or applicable contractual obligations.

It is unacceptable for any contract employee to use agency information technology resources:

- In furtherance of any illegal act, including violation of any criminal or civil laws or regulations, whether state or federal;
- For any political purpose;
- For any commercial purpose;
- To send threatening or harassing messages, whether sexual or otherwise;
- To access or share sexually explicit, obscene or otherwise inappropriate materials;
- To infringe any intellectual property rights;
- To gain, or attempt to gain, unauthorized access to any computer or network;
- For any use that causes interference with or disruption of network users and resources, including

propagation of computer viruses or other harmful programs;
- To intercept communications intended for other persons;
- To misrepresent either the agency or a person's role at the agency;
- To distribute chain letters;
- To access online gambling sites; and
- To libel or otherwise defame any person.

The following instructions are designed to prevent personnel from engaging in harmful email practices:

- Do not use email accounts for any personal purpose and/or any commercial purposes unrelated to Commonwealth business;
- Do not conduct government business through or send confidential information to a personal email account; For purposes of this section, conducting government business prohibits the automatic forwarding of email to a personal email account, using a personal email account as a substitute for a Commonwealth email account, and/or using any email application in place of the email application provided by the Commonwealth, to conduct government business;
- Do not send confidential information to any recipient not authorized to receive such information;
- Do not use email to transmit confidential information in an unencrypted format;
- Do not collect and/or transmit material in violation of any federal, state, or local law or organizational policy'
- Do not change the settings of a Commonwealth email account to automatically forward work email to a personal email account.

Additionally, contractors must use the DFS information technology assets appropriately and comply with the following requirements:

- Do not download or install unauthorized (e.g., unlicensed, pirated) software onto Commonwealth-issued devices;
- Avoid excessive use of system information technology resources for personal use, including but not limited to network capacity (e.g., high use of video streaming technologies);
- Do not circumvent, attempt to circumvent, or assist another individual in circumventing the information security controls in place to protect Commonwealth-issued devices.

Use of generative artificial intelligence (AI) or similar technologies by the contract employee shall be strictly limited to uses that are consistent with all applicable DFS and Commonwealth policies and guidance in effect at the time of use, as may be amended from time to time. The contract employee shall disclose any intended use of such technology in advance and obtain prior approval from their supervisor before utilizing such tools. Contract employees may not use AI tools via personal accounts to conduct official business, nor may they use any unapproved AI tools to conduct official business. Under no circumstances shall the contract employee input, upload, transmit, or otherwise disclose any confidential, sensitive, or non-public information, including but not limited to student information, personally identifiable information, or other similar Department data, into or through any generative artificial intelligence platform.

SECTION 9

TRAVEL

Contract employees will be paid for travel (in-state and out-of-state travel, meals, and lodging) in accordance with the DFS Travel Expense Reimbursement Policy and Procedures which DFS may amend from time to time to meet the needs of the Agency.

1. Automobile Guidelines:

Mileage reimbursement to cover the cost of personal vehicle usage shall be made to the driver for any round trip over 70 miles at a rate of 62 cents per mile which DFS may amend from time to time to meet the existing needs of the Agency. Salary shall be paid to the driver and/or passengers (e.g. carpooling) for time spent travelling for any round trip over 70 miles based on the following matrix. All carpooling events must be indicated on the appropriate division attendance record or expense reimbursement form, including the driver's name.

Round Trip Distance	Time Allowance	Mileage Allowance
0 to 70 miles	0 hours	0 cents
71 to 120 miles	1 hour	0.62 cents per mile
121 to 170 miles	1.5 hours	0.62 cents per mile
171 to 220 miles	2 hours	0.62 cents per mile
221 plus (+) miles	2.5 hours (max. allowed)	0.62 cents per mile

Mileage reimbursement is not allowed when using a state vehicle. Mileage reimbursement or salary is not allowed for any travel to and from your home and your assigned principal work location, as such transportation expenses are considered personal commuting expenses. Your principal work location is established by assignment of the Agency. This location is based on where you conduct the majority of your business, regardless of where you may have your permanent residence. Contract employees are eligible for reimbursement between their principal work location and their temporary work location(s), including travel between the DFS Stow, DFS Bridgewater, and DFS Springfield campuses. Contract employees are eligible for reimbursement between their home and their temporary work locations(s) for any round trip over 70 miles. Employee expense reimbursements must clearly indicate the actual starting location of the travel.

DFS requires all employees to have an assigned principal work location. Under IRS rules, an employee that has no principal work location cannot receive any tax-free mileage reimbursements. Additionally, under IRS rules, an employee that has multiple principal work locations for which the employee precisely and equally works between each location, cannot receive any tax-free mileage reimbursements between such work locations as neither location would be considered temporary and all travel would be considered personal commuting.

2. Meal Guidelines:

Meals are only allowed **if** you are staying overnight and are reimbursable as follows:

Breakfast	$7.50
Lunch	$13.00
Dinner	$19.00
	$39.50 per day (maximum)

Meals for in-state travel are only allowed **if** you are staying overnight and will be reimbursed at a rate up to $39.50 per day. No receipts are needed as reference in the DFS Travel Expense Reimbursement Policy and Procedures.

Meals for out-of-state travel are allowed and reimbursable. All requests for reimbursement of meals must be accompanied with an itemized receipt and attached to a Travel Reimbursement Form and submitted to the Coordinator, Supervisor and Division Director for approval. No alcohol and/or tips are allowed for reimbursements. All receipts must be itemized, if not, it will be denied and sent back to the employee.

3. Out-of-State Travel

All out-of-state travel requests require **prior** authorization. Travel Authorization Forms (TAF) must be submitted no less than 60 days prior to travel to allow sufficient time for the completion of the approval process. All requests are processed by Division Directors, through the DFS Executive Office and through the Executive Office of Public Safety & Security.

The out-of-state travel policy applies to each and every type of out-of-state travel, including but not limited to the following:

- Deliveries/pickup of equipment or supplies
- Conferences
- Driving to assigned work location
- Training

For contract employees that currently reside outside of Massachusetts, you are reminded that such employees would not be eligible for travel wages or mileage reimbursement until they reach the Massachusetts border. Such employees cannot receive out-of-state travel authorization (TAF) for their time/expenses commuting from home to the Massachusetts border. Instead, the employee should calculate their wages and mileage, in accordance with the current contract provisions, starting from the nearest Massachusetts bordering community to the approved work site. Additionally, as a reminder, the contract does not provide for mileage or wage compensation for the first 70 miles (round trip). As such, the employee residing outside of Massachusetts should start that calculation at zero miles from the nearest Massachusetts bordering community, calculate only those wages and mileage within the Massachusetts border, and continue to apply the 70 miles deduction to said time and miles.

SECTION 10

REPORT OF INJURY

In order to be in compliance with worker's compensation requirements, any contractor receiving an injury shall complete the "Notice of Injury/Illness Report" on the form currently provided. This report should be filled out in its entirety and returned to the appropriate DFS Division Director within 48 hours. In the event that the injured party is unable to complete the report, the supervisor, lead instructor or program coordinator, after notice of such injury, shall complete as much information as possible and forward the report to the appropriate DFS Division Director within 48 hours.

SECTION 11

DFS EQUIPMENT AND PROTECTIVE CLOTHING

Failure to return all assigned protective clothing, Academy equipment or other DFS property in your possession within ten (10) calendar days of a request by DFS will result in automatic termination of your contract and possible prosecution by the Attorney General.

SECTION 12

RATES

All payments for work performed or reimbursement to any contract employee shall be in accordance with the DFS Pay Rate Index, which DFS may amend from time to time to meet the needs of the Agency. Any amendment to the DFS Pay Rate Index shall be posted on the bulletin boards and on the DFS shared directory (J:\public\DFS Policies\Human Resources\Pay Rate Index).

SECTION 13

NOTICE OF NON-DISCIPLINARY CONTRACT SUSPENSION OR TERMINATION

To the extent practicable, if a contract is suspended or terminated for reasons other than disciplinary action, DFS will provide the contractor with written notice at least fourteen (14) calendar days prior to the effective date of the suspension or termination.

SECTION 14

MANDATORY TRAINING

As a contract employee of DFS, you are required to complete all Commonwealth-assigned and DFS-assigned training modules by the deadlines provided. This includes role-specific, department-specific, and annual mandatory training. Time spent completing required training is considered compensable work time, and you are responsible for tracking your training hours in accordance with DFS timekeeping procedures. Failure to complete required training by the assigned deadlines may result in removal from the schedule for up to thirty (30) days and a written warning. During this period, you must complete all outstanding training. If the training remains incomplete at the end of the thirty-day period, your contract may be terminated. Any attempt to falsify training completion, including skipping content, assessments, or having another individual complete training on your behalf, will result in immediate termination of your contract.

If your contract is terminated for non-compliance with mandatory training requirements, you may submit a written appeal to the State Fire Marshal within fourteen (14) calendar days of receipt of the termination notice, including supporting documentation such as medical emergencies or system issues. The decision of the State Fire Marshal is final.

SECTION 15

INTELLECTUAL PROPERTY AND CONTRACT EMPLOYEE WORK PRODUCT

All materials, documents, presentations, data, photographs, videos, reports, training materials, curricula, or any other work product created, developed, or produced by contract employees in connection with their duties for DFS shall be considered the sole property of the Commonwealth of Massachusetts. This includes all intellectual property rights associated with such work, whether created individually or in collaboration with others and regardless of the format or medium in which it exists. All work product, drafts, notes, electronic files, or any related materials generated in the performance of DFS duties must be promptly delivered to DFS upon request or immediately upon the conclusion or termination of the contract. Contract employees shall not retain, reproduce, or distribute any DFS materials in any form, whether physical or digital, unless expressly authorized in writing by the DFS General Counsel.

Contract employees are prohibited from using, reproducing, teaching from, publishing, selling, or otherwise sharing any DFS-developed materials, programs, lesson plans, or instructional content outside of their official DFS duties without the prior written authorization of the DFS General Counsel. This restriction applies whether the work product is used for personal, professional, educational, or commercial purposes. The ownership and control of all DFS-developed content remain exclusively with the Commonwealth at all times.

Contract employees shall not use artificial intelligence tools, external software or third-party platforms that could expose DFS data or materials without prior written authorization from DFS General Counsel. Any AI-generated outputs derived from DFS materials remain the property of the Commonwealth.

SECTION 16

COOPERATION WITH INTERNAL INVESTIGATIONS

Contract employees are required to fully and promptly participate in any internal investigation conducted by DFS in which they are a subject, witness, or otherwise involved. Such participation includes providing truthful and complete information, responding to all inquiries, producing requested documents or materials, attending interviews or meetings, and otherwise cooperating with DFS staff or their designees. Contract employees acknowledge that cooperation with internal investigations is a condition of their continued employment and is essential to maintaining the operational integrity and effectiveness of DFS. Failure or refusal to participate, provide complete information, or otherwise cooperate in a timely manner may result in suspension without pay or termination of the contract.

Contract employees may be temporarily removed from the schedule for any of their duties at DFS whenever DFS receives a complaint alleging misconduct, policy violations or other concerns related to their performance or conduct. DFS may implement such removal at its sole discretion for the duration of any internal investigation. During the investigation, the contract employee must remain reasonably available for interviews, meetings or other requests related to the inquiry. DFS will make reasonable efforts to complete the investigation promptly and will make reasonable efforts to notify the contract employee when the investigation concludes and of any resulting action. The contract employee acknowledges and agrees that any such temporary removal from the schedule shall be deemed non compensable, and that, regardless of the outcome of the internal investigation, the contract employee shall not be entitled to any back pay or other form of compensation for any period during which the contract employee was temporarily removed from the schedule.

SECTION 17

PROFESSIONALISM

Contract employees are expected to maintain the highest standards of professionalism at all times while performing duties for DFS. This includes demonstrating a respectful, courteous and appropriate attitude and demeanor, as well as engaging in actions and conduct that reflect positively on DFS. Contract employees shall treat DFS staff, students, visitors and any other individuals encountered during the course of their duties with respect and professionalism and shall refrain from behavior that is disruptive, unsafe, inappropriate, or otherwise detrimental to DFS's mission or reputation. Failure to uphold these standards of professionalism, attitude, conduct, or actions may result in contract suspension or termination.

SECTION 18

REINSTATEMENT, REEMPLOYMENT OR REASSIGNMENT AFTER LESS THAN THREE (3) YEARS

A contract employee who is reinstated, reemployed or reassigned with DFS in the same position after less than three (3) years shall have their prior service included in determining their continuous service for purposes of determining the appropriate step placement.

SECTION 19

NO EXPECTATION OF CONTINUED EMPLOYMENT

Nothing in this Addendum shall create any expectation of future or continued employment with DFS beyond the terms specified above and DFS retains the sole discretion to renew or terminate contracts.

SECTION 20

MEDIA RECORDING AND USE ACKNOWLEDGMENT

The contract employee acknowledges that DFS may record or capture photographs, video, audio, or other media during DFS activities, training or events, whether on DFS premises or at off-site locations. Such media may include facilities, programs, employees, students, visitors, and events, and may depict the contract employee.

The contract employee further acknowledges that DFS may use, reproduce, or publish such media for any educational, promotional, advertising, training, informational purpose, or any other purpose DFS determines necessary, in any medium or format now known or later developed, without compensation or prior notice.

The contract employee understands that any incidental inclusion of their name, image, likeness, voice, or participation in such media is permissible and waives any claims arising from DFS's use, reproduction, or publication of that media.

ACKNOWLEDGMENT

By signing this Addendum, the contract employee acknowledges that they have read and fully understand the terms, provisions, and obligations set forth herein. The employee further acknowledges that they have had the opportunity to consult with legal counsel of their choosing prior to signing and are encouraged by DFS to seek such counsel to ensure full understanding of their rights and responsibilities under this Addendum.

For the Contractor:	For the Commonwealth:
_____	_____
(Signature)	(Signature)
_____	Jon M. Davine
(Print Name)	(Print Name)
	State Fire Marshal
	(Print Title)
_____	_____
(Date)	(Date)

*For DFS contract employees with driving responsibilities, DFS will verify RMV licensure and clean driver record prior to contract execution.