



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LT. GOVERNOR

THOMAS A. TURCO, III
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567~3100 Fax: (978) 567~3121

www.mass.gov/dfs



PETER J. OSTROSKEY
STATE FIRE MARSHAL

Employment Contract Renewal for July 1, 2021 to June 30, 2026

Documents are due back to Human Resources no later than May 7, 2021

This serves as written notice that your current employment contract with the Department of Fire Services is being renewed for five (5) years effective July 1, 2021 to June 30, 2026.

In order to renew your contract, please follow the steps below:

- Step 1. Confirm your personal information, located in the box on the upper left corner of the enclosed **Commonwealth of Massachusetts – Standard Contract Form**, is accurate.
- Contractor Legal Name
 - Legal Address
 - Phone Number
 - E-Mail address
- Step 2. **Do not make corrections on the contract.** If any portion of your personal information is not correct, complete the enclosed Contract Correction form.
- Step 3. Sign and date at the bottom left of the Contract. Clearly print your name and title below your signature.
- Step 4. Declare if you will be providing EMT services and your Retirement Status by initialing the appropriate lines on the enclosed Page 8 of the Addendum.
- Step 5. Sign, print, and date the enclosed Page 8 of the Addendum under “For the Contractor”.
- Step 6. Return a.) **the signed Contract**; b.) **the signed Page 8 of the Addendum**; c.) and if **applicable, the Contract Correction** form to the DFS Human Resource Department in the enclosed self-addressed, postage paid envelope **no later than May 7, 2021**. Once fully executed, copies of the above documents will be mailed to you.

For questions, please feel free to contact Mary Travers via email at mary.travers@mass.gov; or by phone at 978-567-3145. Thank you!

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: The Department of Fire Services MMARS Department Code:	
Legal Address: (W-9, W-4): , ,		Business Mailing Address: P.O. Box 1025 – 1 State Road, Stow, MA 01775	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Peter J. Ostroskey, State Fire Marshal	Phone: 978-567-3112
Contractor Vendor Code: N/A		E-Mail: peter.ostroskey@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
____ NEW CONTRACT		<u>X</u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 2021</u> Enter Amendment Amount: \$ <u>No Change</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input checked="" type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u>X</u> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <u>X</u> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$ ____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) General support of DFS functions including, but not limited to: Training, Instruction, Administration, Support, Maintenance of the DFS facilities and training equipment. See attached Contract Addendum and Pay Rate Index.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <u>X</u> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, 20__, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Peter J. Ostroskey</u> Print Title: <u>State Fire Marshal</u>	

Emergency Medical Technician duties shall include:

- Normal instructor or support duties as assigned.
- In the event of a medical emergency the EMT will administer first aid up to the level of Basic Life Support and to the extent possible, mitigate the emergency.
- The EMT will continue to provide first aid up to the level of Basic Life Support and monitoring until the victim recovers or is turned over to the care of a medical provider with the same or higher level of medical training as the EMT.

Please declare your intent to provide EMT services by initialing below:

_____ Please initial if providing EMT services.

Please declare your retirement status by initialing one of the following boxes:

_____ I am **NOT** currently receiving a pension or retirement allowance from the Commonwealth, county, city, town, or district retirement system.

_____ I have executed a waiver of my pension rights with the appropriate authority pursuant to M.G.L c.32., s.90B and have attached the appropriate documentation.

_____ I am currently receiving a pension or retirement allowance for the Commonwealth, county, city, town, or district retirement system and certify that I have not worked more than 960 hours in the current calendar year or have not earned an amount in excess of the statutory allowance.

Please read this document carefully, and sign in the designated area below:

For the Contractor:

For the Commonwealth:

(Signature)

(Signature)

(Print Name)

Peter J. Ostroskey

(Print Name)

State Fire Marshal

(Print Title)

(Date)

(Date)

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

Contract Corrections Form

Please print clearly and remember to sign and date it.

<u>CONTRACTOR LEGAL NAME:</u>	
<u>Legal Address:</u>	
<u>E-Mail:</u>	
<u>Phone:</u>	
<u>Sign and Date:</u>	

KEEP THIS PACKET OF INFORMATION FOR YOUR FILES

DO NOT RETURN TO HUMAN RESOURCES

The following attached documents are for your files:

- Commonwealth of Massachusetts – Standard Contract Form
 - A copy of your fully executed contract will be mailed to you
- Commonwealth of Massachusetts Terms & Conditions
- Contract Addendum for Services July 1, 2021 through June 30, 2026
 - A copy of your fully executed Page 8 of the Addendum will be mailed to you
- Pay Rate Index dated 07/01/2021
- Pay Rate Index DFS Stipend Position Descriptions 07/01/2021

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CONTRACTOR LEGAL NAME: (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: The Department of Fire Services MMARS Department Code:	
Legal Address: (W-9, W-4):		Business Mailing Address: P.O. Box 1025 – 1 State Road, Stow, MA 01775	
Contract Manager:	Phone:	Billing Address (if different):	
E-Mail:	Fax:	Contract Manager: Peter J. Ostroskey, State Fire Marshal	Phone: 978-567-3112
Contractor Vendor Code: VC		E-Mail: peter.ostroskey@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
____ NEW CONTRACT		<u>X</u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 2021</u> Enter Amendment Amount: \$ <u>No Change</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input checked="" type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
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COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ ____			
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CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Peter J. Ostroskey</u> Print Title: <u>State Fire Marshal</u>	



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

**CONTRACT ADDENDUM
FOR SERVICES THROUGH - JUNE 30, 2026**

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

SECTION I

DEPARTMENT OF FIRE SERVICES 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 II

DISCIPLINARY LEAVE: NON-TENURED EMPLOYEES

DFS prohibits contract personnel from providing services if you have been charged with a misdemeanor, felony and/or are under investigation for, or are on administrative leave from another employer, relative to allegations of any type of wrong doing, or are alleged to have engaged in conduct that would bring DFS into disrepute. If you have an existing complaint issued against you for a misdemeanor, have been indicted for a felony, or if a complaint is issued or you are indicted for a felony offense during the contract period or if it has been alleged that you have engaged in any type of wrong doing or conduct that would bring DFS into disrepute prior to or during your contract period, you must immediately notify your division director. Your employment may be suspended without pay until the outcome of the investigation and/or related matters has been resolved in your favor. Failure to notify your division director and DFS General Counsel of the allegations or charges within five (5) calendar days may result in your contract being suspended without pay or your contract being terminated. Your contract may be terminated for criminal convictions of any kind or the results of any investigations which show or tend to show that you engaged in wrong doing or conduct that would bring DFS into disrepute. Nothing in this section nor the lack of a conclusion in an investigation or criminal matter shall impact the right of DFS to suspend or terminate your contract, at any time, without cause or penalty, consistent with Paragraph 4 of the *Commonwealth Terms and Conditions*.

SECTION III

**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 IV

PUBLIC PENSION RESTRICTIONS FOR ALL INDIVIDUALS SIGNING CONSULTING CONTRACTS WITH THE DEPARTMENT OF FIRE SERVICES

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 nine hundred and sixty hours (960) 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 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 nine hundred sixty (960), 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 nine hundred sixty hours (960) 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 960 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.**

SECTION V

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 VI

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 on a full time or part time basis 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 its employees work in an environment free from workplace violence.

SECTION VII

CONTRACTED HOURS

A Contractor may only work the hours indicated in their contract and are not eligible for paid overtime, unless they have worked greater than 40 hours in a week, and they may not accrue compensatory time. In the case of contractors who have contracted with the agency to work or instruct in various programs, prior approval must be obtained from their coordinator, supervisor or the division director to change any hours assigned to the program. Contractors are not allowed to instruct or perform in any capacity that is not defined in their contract. Contractors are not allowed to work for DFS while on Fire Department duty; Sick Leave; Administrative Leave; nor Injured on Duty Leave regardless of whether or not the individual is physically capable of performing duties for DFS.

SECTION VIII

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 commercial purposes unrelated to Commonwealth business;
- Do not conduct government business through or send confidential information to a personal email account;
- 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.

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.

SECTION IX

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 existing 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 45 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	0.45 cents per mile
121 to 170 miles	1.5 hours	0.45 cents per mile
171 to 220 miles	2 hours	0.45 cents per mile
221 plus (+) miles	2.5 hours (max. allowed)	0.45 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 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	\$5.00
Lunch	\$6.50
Dinner	<u>\$13.00</u>
	\$24.50 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 \$24.50 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 45 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 X

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 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 XI

SCOPE OF SERVICE

This contract is to perform work in the designated programs in accordance with the job description for the specific position or positions employed for. When hired for multiple positions with multiple job descriptions, DFS may adjust assignments amongst the programs to meet the existing needs of the Agency. All contracts are subject to appropriation.

SECTION XII

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 existing 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\Pay Rate Index).

SECTION XIII

CONTRACT TERMINATION OR SUSPENSION - WRITTEN NOTICE

In the event of contract termination or suspension for reasons other than disciplinary reasons, the Department of Fire Services shall provide written notice to the contract employee fourteen calendar days before the effective date.

SECTION XIV

Emergency Medical Technician

The contractor agrees to provide Emergency Medical Technician duties for the Department of Fire Services (DFS) when requested.

Emergency Medical Technician duties shall include:

- Normal instructor or support duties as assigned.
- In the event of a medical emergency the EMT will administer first aid up to the level of Basic Life Support and to the extent possible, mitigate the emergency.
- The EMT will continue to provide first aid up to the level of Basic Life Support and monitoring until the victim recovers or is turned over to the care of a medical provider with the same or higher level of medical training as the EMT.

Please declare your intent to provide EMT services by initialing below:

_____ Please initial if providing EMT services.

Please declare your retirement status by initialing one of the following boxes:

_____ I am **NOT** currently receiving a pension or retirement allowance from the Commonwealth, county, city, town, or district retirement system.

_____ I have executed a waiver of my pension rights with the appropriate authority pursuant to M.G.L c.32., s.90B and have attached the appropriate documentation.

_____ I am currently receiving a pension or retirement allowance for the Commonwealth, county, city, town, or district retirement system and certify that I have not worked more than 960 hours in the current calendar year or have not earned an amount in excess of the statutory allowance.

Please read this document carefully, and sign in the designated area below:

For the Contractor:

For the Commonwealth:

(Signature)

(Signature)

(Print Name)

Peter J. Ostroskey
(Print Name)

State Fire Marshal
(Print Title)

(Date)

(Date)

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

Pay Rate Index

MFA Stipend Title	Code	Hours	Eligible Trainings
Chief Examiner	CEX	1.0	Certification
Examination Delivery & Security	EDS	2.0	Certification
EMS/Safety Officer	EMS	1.0	Recruit Programs/Hazmat
Site Emergency Medical Safety	SEMS	1.0	Recruit Programs/Hazmat
Equipment Travel	ETV	2.0	Any MFA Programs
Gas Command Officer	GCO	1.0	Gas Programs
Gas Operations Officer	GOO	1.0	Gas Programs
Gas Igniter	GSI	1.0	Gas Programs
Gas Safety Officer	GSO	1.0	Gas Programs
HazMat Safety Officer	HSO	1.0	Hazmat/Gas Programs
Inside Safety Officer	ISO	1.0	Recruit Programs/Structural
Lead Instructor	LED	1.0	Any MFA Programs Except Career Recruit Program
Logistics	LOG	1.0	Recruit Programs
Officer of the Day	OD	2.5	Career Recruit Only
Physical Training	PT	1.0	Recruit Programs
Facilities Stipend Title	Code	Hours/Amt	
DFS Campus Snow/Ice/Storm Management Per Diem	AMTS	50	
Recruit Team Leader	RTL	1.0	
Call/Volunteer Team Leader	CVTL	1.0	
Certification Team Leader	CTL	1.0	
Gas Team Leader	GTL	1.0	
RIT Team Leader	RITTL	1.0	
Firefighter Skills Team Leader	FFSTL	1.0	

Cap on Annual Hours Worked for DFS:

The Department of Fire Services has certified that your position qualifies as a contract employee. As such, you may not devote substantially full time to the Department of Fire Services and your total hours may not exceed 1,350 hours per calendar year. Additionally, retirees are required to comply with the limitations on employment imposed by the State Retirement Board.

Cost of Living Adjustment (COLA):

COLA increases may be authorized at the discretion of the Agency head based on affordability and the rate shall be determined based on current inflationary rates, as well as weighing equity with DFS union and management employees. All contract employees will be eligible for COLA increases.

Step Increases:

An annual step increase may be authorized at the discretion of the Agency Head based on affordability. Step increases shall be determined based on an employee's position start date and issued during the middle of the employee's anniversary month. For example, employees hired or promoted in April shall be eligible for a step increase in April. All contract employees will be eligible for an annual step increase if:

- (1) the supervisor has documented acceptable performance for the previous calendar year; and;
- (2) the employee has worked at least 200 hours by their position start date anniversary month, cumulatively since the employee's last step increase.

MFA Stipends:

Fire Instructor candidates, because they have not yet finished their audit time, are not eligible for stipend related assignments.

Pay Rate Index

DFS Functional Title	Hrly Rate	Hrly Rate Step 1	Hrly Rate Step 2	Hrly Rate Step 3	Hrly Rate Step 4	Hrly Rate Step 5
Fire Instructor Candidate	\$ 20.13					
Fire Instructor I		\$ 24.96	\$ 25.92	\$ 26.78	\$ 27.59	\$ 28.42
Fire Instructor II		\$ 28.99	\$ 29.57	\$ 30.17	\$ 30.77	\$ 31.72
Fire Instructor III		\$ 32.51	\$ 33.33	\$ 34.16	\$ 35.01	\$ 35.89
Fire Instructor IV		\$ 36.79	\$ 37.16	\$ 37.53	\$ 37.91	\$ 38.29
Fire Instructor I Chief Examiner						\$ 27.35
Instructional Assistant Program Coordinator		\$ 39.25	\$ 39.65	\$ 40.05	\$ 40.45	\$ 40.86
Instructional Program Coordinator		\$ 44.95	\$ 45.40	\$ 45.86	\$ 46.32	\$ 46.79
Multimedia and Video Production Specialist		\$ 21.70	\$ 22.78	\$ 23.84	\$ 24.92	\$ 26.11
Multimedia and Video Production Project Leader		\$ 39.25	\$ 39.65	\$ 40.05	\$ 40.45	\$ 40.86
Support Staff		\$ 24.00	\$ 24.92	\$ 25.75	\$ 26.53	\$ 27.33
Specialist/Technical Support		\$ 28.15	\$ 28.94	\$ 29.67	\$ 30.43	\$ 30.97
Team Leader		\$ 31.72	\$ 32.51	\$ 33.33	\$ 34.16	\$ 35.01
Assistant Coordinator		\$ 39.25	\$ 39.65	\$ 40.05	\$ 40.45	\$ 40.86
Program Coordinator		\$ 41.88	\$ 42.30	\$ 42.73	\$ 43.16	\$ 43.59
Print Shop/Mail Room		\$ 28.14	\$ 28.94	\$ 29.73	\$ 30.31	\$ 30.71
Warehouse & Print Shop Assistant		\$ 19.31	\$ 20.11	\$ 20.90	\$ 21.32	\$ 21.70
Mechanic I		\$ 20.90	\$ 21.70	\$ 22.53	\$ 23.31	\$ 23.98
Mechanic II		\$ 29.52	\$ 30.25	\$ 31.00	\$ 31.77	\$ 32.56
Facilities Maintenance Coordinator		\$ 28.16	\$ 28.99	\$ 29.84	\$ 30.71	\$ 31.59
Adjunct Faculty (up to this rate)		\$ 41.00				
Executive Liaison (up to this rate)		\$ 45.00				
Senior Policy Liaison (up to this rate)		\$ 70.00				
Management Consultant (up to this rate)		\$ 50.00				
Intern HS (up to this rate or current HRD approved rate)		\$ 12.00				
Intern College (up to this rate or current HRD approved rate)		\$ 16.00				
Intern Graduate School (up to this rate or current HRD approved rate)		\$ 19.00				
TPL Intern HS (up to this rate or current HRD approved rate)		\$ 14.00				
TPL Intern College (up to this rate or current HRD approved rate)		\$ 19.00				
TPL Intern Graduate School (up to this rate or current HRD approved rate)		\$ 23.00				
**Position titles stricken out (with a line drawn through the title) denotes grandfathered positions.						

Pay Rate Index
DFS Stipend Position Descriptions
07 01 2021

MFA

Stipend compensation is the equivalent payment equal to the number of hours pay indicated below to serve as a pay rate differential as compensation for the added responsibilities. Employees do not add hours to their timesheet but rather receive a lump sum compensation equivalent to the number of hours indicated. Fire Instructor Candidates are not eligible for stipends.

CEX (Chief Examiner): 1 hour: Performs services as a specific examination administrator of practical certification examinations for the Massachusetts Fire Training Council and is a member of the instructional staff of the MFA. This person abides by the Massachusetts Fire Service Certification System's policies and procedures manual with regard to Section V, Certification Examiner Authorization System. One (1) Chief Examiner is assigned per eligible exam/training period.

EDS (Examination Delivery & Security): 2 hours: For off-site examinations only. The Pro-Board recommended a more defined method of delivery and security of certification examination documents. In an effort to maintain the integrity of an examination, this person will be the chain of custody, from the reproduction of the exam, to delivery from the certification office to the site and back to the office. One (1) Instructor is assigned as Examination Delivery & Security per eligible exam/training period.

EMS (Emergency Medical Safety): 1 hour: The EMS officer shall be credentialed as an EMT-B at a minimum to be assigned subject duties. The Instructor assigned EMS Officer duties is charged with responding to all EMS and rehab needs for the entire training group or individual student as the need arises. Secures EMS equipment (first aid kit, O₂ kit, defibrillator and ambu bag). Assures that all equipment is in working order and replaces/reports any missing or broken equipment. Places EMS equipment in appropriate location(s) for that day's training. In the event of a medical emergency, the EMS Officer will administer first aid. Monitors all training evolutions for safe practices and for compliance within Academy safety policies and procedures. The EMS officer shall be familiar with the current MFA rehab policy and account for implementation of same as needed. For **Career Recruit:** Must have communicated all equipment/supply deficiencies, provide EMS Room equipment/supply report to the OD and assure that any EMS report generated for the training period is completed in its entirety. One (1) EMS Officer is assigned per eligible training period.

SEMS (Site EMS Officer): 1 hour: In response to the Covid-19 pandemic, an additional EMS can be assigned to obtain temperatures of all **instructors and students** prior to their assigned class. This site EMS (SEMS) will be required to report a ½ hour before the start of the training

period in preparation to take temperatures. The additional ½ hour is punch time and not part of the stipend. The SEMS shall ensure that EVERY individual, EVERY day has a temperature taken and if a fever is determined. The procedure shall be repeated for every individual at least one more time during a full day of training. The SEMS shall ensure temperatures are recorded and sent to the administration. This stipend and additional ½ hour punch time is charged to the following combination code: COVID_00000000_DFSCOVID. One (1) SEMS is assigned per eligible training period. The MFA reserves the right to discontinue the use of a SEMS at any time.

ETV (equipment travel): 2 hours: Responsible for the vehicle they are transporting to the training session. ETV will be familiar with the vehicle they have that day, authorized to operate and licensed to transport said vehicle. ETV shall respond with the vehicle if needed for a hazmat response. ETV will also be responsible for fueling and cleaning the vehicle at the end of every transport. One (1) ETV is assigned per eligible training period.

GCO (Gas Command Officer): 1 hour: Responsible for overseeing all aspects of training activities. Has authority to change tactical approach as conditions warrant and/or suspend training if necessary. Advise instructor and support staff as to the training evolution needs. Keeps track of training evolution progress so as to move the program forward. GCO can co-function as control room operator as dictated by staffing. Oversees set-up of gas field for live fire training. Confirms LPG, LNG, and cascade system readings are recorded. One (1) is assigned per eligible training period.

GOO (Gas Operations Officer): 1 hour: This is the lead training position for live fire training. Responsible for working with the Gas Command Officer and Gas Safety officer in conducting each evolution. The GOO also has the authority to change tactics and/or suspend an evolution as conditions dictate. Collaborates with the GCO in reviewing set-up of training site. Establishes the order which training evolutions are to be conducted. Reviews instructor assignments. One (1) GOO is assigned per eligible training period.

GSI (Gas Igniter): 1 hour: Responsible for beginning each live fire evolution by torching the LNG or LPG product from a safe perimeter to the prop. Ignitor makes certain that the wheeled tank is filled for the day and fills same if need be and checks for working strikers. Positions on the safest side of the prop depending on weather conditions. Collaborates on safe zone with GSO. One (1) GSI is assigned per eligible training period.

GSO (Gas Safety Officer): 1 hour: Responsible for all aspects of 'best practice' based live fire training. This includes site, trainee, instructor and support staff safety. Conducts a safety check on the set-up of the gas field prior to the commencement of training and corrects any deficiencies noted. Observes all trainees for correct wearing of PPE and corrects as needed. One (1) GSO is assigned per eligible training period.

HSO (HazMat Safety Officer): 1 hour: Responsible for all aspects of 'best practice' hazardous materials training. This includes site, student, instructor and support staff safety. Has authority to shut down training if deemed necessary and to notify program coordinators. One (1) HSO is assigned per eligible training period.

ISO (Inside Safety Officer): 1 hour: Responsible for all aspects of 'best practice' based live-fire training including site, trainee, instructor and support staff safety. The ISO conducts a safety check on set up of live-fire prior to the commencement of training and corrects any deficiencies noted. Reviews and completes the DFS/MFA Live Fire Safety Check Sheet. Documentation shall be submitted to OD for reporting purposes. Coordinates all relevant fire training scenarios with Instructors and Support Staff. ISO observes all trainees for correct wearing of PPE and corrects as needed. Up to three (3) ISOs are assigned per eligible training period.

LED (Lead Instructor): 1 hour: The Lead responsible for overseeing all training and related activities for the training session. They will coordinate facility usage, oversee Logistics and EMS/Safety Officers and review their required tasks. Advises instructors and support staff as to training and evolution needs. Keeps track of training evolution progress so as to move the program forward. Completes all required paperwork and reports. This stipend applies, when there are three (3) or more instructors assigned. When less than three (3) instructors are assigned to a course no stipend is given, and the Lead instructor will be identified by the Program Coordinator to a training period/day. This stipend is not for Career Recruit or Recruit Programs (not including Call/Vol). One (1) LED is assigned per eligible training period.

LOG (Logistics): 1 hour: Meets with OD or Lead Instructor to discuss coordination of training activities. Meets with other programs operating on-site to determine and resolve any potential equipment conflicts. Secures all necessary equipment from the crib room for the day's training. Returns broken/damaged equipment to the crib room and completes appropriate paperwork if necessary and delivers replacement equipment. **FOR RECRUIT:** divides the recruits into the necessary number of groups for the training day; reviews the time frames for the practical stations and posts same in the ready room and in the firehouse. Continually observes that all training activity is delivered according to the lesson plan. Makes corrections as necessary and advises OD of any problem. **FOR GAS OPERATIONS:** report on LPG, LNG and extinguisher totals used at the end of training day and files a day's end report on same. One (1) LOG is assigned per eligible training period.

OD (Officer of the Day): 2.5 hours: Career Recruit ONLY: The Instructor assigned to OD duties shall be credentialed at the Instructor II Certification Level. Responsible for overseeing all training and related activities for all recruit groups at a given facility. Coordinates facility usage with other programs on the training site. Checks for phone messages at the recruit desk as soon as possible if required. Oversees the Logistics and EMS/Safety Officer and reviews their required tasks with them. Meets with EMS/Safety and Logistics/Lead to coordinate training activities of all recruit classes. Officiates morning briefing with all recruit staff and reviews

daily assignments and activities. Assigns instructors to training stations ensuring staff has proper equipment. Calls recruit roll and notifies a coordinator of any absences. Completes necessary paperwork/reports and insures accuracy of instructor's paperwork. Secures teaching materials and AV with lecturer and assures all handouts are distributed. Verifies recruit staff are wearing appropriate protective equipment. Reviews grading/check-off sheets for completeness and assures master grading log is current. Responsible for keeping all training sessions within assigned time frames. Reviews OD notes from previous training day(s) regarding any relevant information. Dismisses groups at designated times. There is only one (1) OD assigned for Career Recruit programs per DFS/MFA campus.

PT (Physical Training): 1 hour: Instructors assigned to PT shall have completed a DFS/MFA recognized PT training/certification program.. Assures the fire station or the area outside the fire station is prepared for physical fitness warm-ups. Review the PT log to see what physical training has been previously completed, any injuries, problems, etc., and makes the necessary adjustments in cardiovascular and/or strength training for the day. Plans, within the PT guidelines, the daily physical training activities and briefs instructors assisting in PT of the day's plan. Assures when students report for PT that they are dressed appropriately and are in the correct formation. Initiates and maintains mandatory hydration before, during and after physical training. Leads the students in stretching, warm-up, daily exercise routine, cool-down, and stretching. Informs the EMS Officer of any injuries experienced during PT and initiates appropriate treatment. Maintains daily physical fitness training record and notes any changes or problems that may have occurred in reports the same to the OD. Two (2) instructors are assigned per class.

FACILITIES

DFS Campus Snow/Ice/Storm Management: \$50 per diem. Contract employees are eligible for this per diem when called into a DFS campus to mitigate actual or anticipated storm damage or storm impact. Eligibility is limited to weekends regardless of shift start/end time or weekdays when called upon before 5AM or after 10PM. By definition, per diem can only be earned once per day.

Support Team Leaders: 1 hour

RTL Recruit Team Leader
CVTL Call/Volunteer Team Leader
CTL Certification Team Leader
GTL Gas Team Leader
RITTL RIT Team Leader
FFSTL Firefighter Skills Team Leader

Team Leaders are assigned only for the above referenced programs and only when there are three or more support people working for said program on a given day. One person is assigned

as “team leader” (usually the most experienced or a proven leader) for the day. The leader is responsible for overseeing the other support people, coordinating with the instructors throughout the day and for making sure that any tools, apparatus, or supplies are correctly put away at the end of the day. Compensation is the equivalent of one hour pay as a rate differential for the added services performed.