

**CONTRACT ADDENDUM
FOR SERVICES THROUGH - JUNE 30, 2021**

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

SECTION I

_____ **PLEASE INITIAL IF PROVIDING EMT SERVICES AS OUTLINED BELOW**

Emergency Medical Technician

The contractor agrees to provide Emergency Medical Technician duties for the Department of Fire Services (DFS) when requested. The personal immunity provisions of the Massachusetts Tort Claims Act, M.G.L. c.258, cover personnel providing this service to the extent that the contractor is performing services for the Department of Fire Services under DFS supervision. This immunity extends to all acts of ordinary negligence but will not extend to intentional torts. Liability for acts of negligence rests with the Commonwealth of Massachusetts.

Emergency Medical Technician duties shall include:

1. Normal instructor or support duties as assigned.
2. In the event of a medical emergency the EMT will administer first aid up to the level of Basic Life Support and/or direct the activities of other DFS staff members in administering first aid up to the level of Basic Life Support and mitigating the emergency.
3. 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.

SECTION II

DEPARTMENT OF FIRE SERVICES EQUIPMENT AND PROTECTIVE CLOTHING

Failure to return assigned protective clothing and/or Academy equipment within ten days of a request by DFS will result in automatic termination of the contract and possible prosecution by the Attorney General.

SECTION III

DISCIPLINARY LEAVE: NON-TENURED EMPLOYEES

DFS prohibits personnel from providing services when charged with a felony. If you have an existing complaint issued against you for a felony, or if a complaint is issued or you are indicted for a felony offence during the contract period, you must immediately notify your division director and your employment will be suspended without pay until the outcome has been resolved in your favor. If you are convicted of a felony offense, your contract will be terminated.

SECTION IV

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

If you are a federal employee providing instructor/support staff services for DFS, it is recommended that you check with your federal employer to insure that you are not in violation of any federal ethics regulations. DFS is not responsible for individual violations or situations.

If you are made aware of a potential violation, you must notify the payroll office of the DFS immediately. Please indicate by initialing one of the following boxes your federal employee status.

- ☐ I am **NOT** a federal employee.
- ☐ I am a federal employee but do not believe I am in violation at this time.
- ☐ I am a federal employee and feel that I am in violation at this time.

SECTION V

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 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, 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 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.

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.

SECTION VI

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 policy calls for 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. 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.

In addition, all employees and contractors are required to notify the DFS of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such a conviction. Any employee or contractor convicted of a drug offense for a violation that occurred in the workplace may be terminated.

SECTION VII

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 VIII

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 IX

INTERNET USAGE

BACKGROUND:

The Executive Office of Public Safety (EOPS) recognizes the importance of using information technology as a tool to meet the business requirements of the Secretariat, its agencies, boards, and commissions, and those of our customers in the most efficient and cost effective manner. The purpose of this policy is to provide guidance for use of the Internet to perform job functions in a manner consistent with the established EOPS and state practices and policies.

SCOPE:

This policy applies to every employee, contractor, or other individual in every EOPS agency, board, and commission who is provided access to the Internet through a state owned or operated network (Users).

1. Internet Access

Internet access provided through a state owned or operated network is intended for business use, including, but not limited to, business related E-mail transactions, reviewing and posting job vacancies, retrieving information from other state agencies, doing research, and communicating with colleagues, vendors, and others for work related matters. Any use of the Internet other than as described herein must be discussed and approved by the employee's immediate supervisor.

2. Personal Use of the Internet

Users are also allowed limited personal use of the Internet such as looking at web sites and sending mail to friends. Personal use cannot be excessive and cannot interfere with agency/board/commission needs or expectations. This privilege of personal use of the Internet is subject to the terms and conditions of the policy established herein, and as amended from time to time, and may be withdrawn in the future, with or without cause, at the discretion of the Secretariat or the head of the agency, board, or commission. **Any personal use of the Internet must be performed on a User's own time, before or after work or during lunch breaks, and must not interfere with agency/board/unit operations or with the user's work responsibilities**

Each contractor is obliged to sign acknowledging his or her receipt of the Internet Policy

SECTION X

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 XI

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 XII

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 XIII

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 XIV

CONTRACT TERMINATION OR SUSPENSION - WRITTEN NOTICE

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

Please read this document carefully, fill in all pertinent information in the above sections, 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)