

## Charles Breen

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**From:** Walrath, Julie (DFS) <julie.walrath@state.ma.us>  
**Sent:** Thursday, March 30, 2023 12:51 PM  
**To:** Charles Breen  
**Subject:** Hazardous Materials Response Grant  
**Attachments:** header.htm; 2023 Hazmat merged contracts\_Part91.pdf; Notice of Proposed Best Value Grant Award.pdf; Attachment A.pdf; Attachment B.pdf; consig\_page1.doc.pdf

Dear Chief,

Attached please find a Commonwealth of Massachusetts Standard Contract Form between your town and the Department of Fire Services (DFS) for the Hazardous Materials Response Grant. This contract will expire on June 30, 2023.

Please have the contract signed in the space for "Contractor" and return the contract to the Department of Fire Services at your earliest convenience. Also attached is the Contractor Authorized Signatory Form (CASL). Individuals listed on the Signatory Form may sign the contract. The Signatory Form must be signed by your Town Administrator, City Manager, Town/City Clerk or Legal. Please return original "wet" signature documents for the contract and the CASL.

This Contract covers reimbursement for activities including: training, medical examinations and stipends. All information regarding the Hazardous Materials Response Grant Program is attached. Should you have any questions regarding the contract please contact Korina Senior at 978-567-3152.

Contract and Signatory Form can be forwarded to:

Kacey Ruderman  
Department of Fire Services  
1 State Road, P.O. Box 1025  
Stow, MA 01775

Attachments for your reference included are: Notice of Proposed Best Value Grant Award Hazardous Materials Response; Attachment A; Attachment B



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



MAURA T. HEALEY  
GOVERNOR

KIMBERLEY DRISCOLL  
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TERRENCE M. REIDY  
SECRETARY

*P.O. Box 1025 ~ State Road*

*Stow, Massachusetts 01775*

*Telephone (978) 567~3100*

*www.mass.gov/dfs*

PETER J. OSTROSKY  
STATE FIRE MARSHAL

**ATTACHMENT A**  
**SALARY REIMBURSEMENT AND STIPEND RATES**

**1. TECHNICIANS**

Reimbursement of hourly rates for team members or their replacement members shall be the grantee's employees contractual or overtime rate on the date the activity took place. (i.e., training, physical, incident response).

The annual technician stipend rate is \$5,000.00 per year, payable in installments every 6 months, after all membership requirements are met.

Team Management Stipends are also paid every 6 months after requirements are met. The rates are as follows:

**Annually:**

Team Coordinator	\$6,000.00
Assistant Team Coordinator	\$5,000.00
Training Coordinator	\$5,000.00
Assistant Training Coordinator	\$2,500.00
Equipment Coordinator	\$5,000.00
Truck Manager	\$4,750.00
SOG Committee Member	\$2,000.00

**2. Non-Team Member Response**

Reimbursement of hourly rates for the grantee's employee(s) contractual or overtime rate for the duration of the response, until relieved and returned to duty, or a four-hour minimum, whichever is greater.

## **Attachment B**

### **Procedures to Request Reimbursement**

After a HazMat activity takes place, the roster will be emailed to your point of contact on file requesting reimbursement request. If your point of contact changes at any time, please send an email to [Response.DFS-TM-HazMat@mass.gov](mailto:Response.DFS-TM-HazMat@mass.gov) with the best point of contact for your department.

All Hazmat reimbursement requests are required to be submitted on the cloud based reimbursement request form within 10 business days of the HazMat attendance. The five (5) digit activity number from the attendance report is needed when completing the online reimbursement request form.

Requests are to be made at the contractual, and/or premium, rate (overtime) of the employee while responding in a Hazardous Materials Response role. A Department Chief or Incident Commander may not submit for HazMat grant reimbursement in their own community.

#### Monthly Drill Attendance:

- If a team member is off duty the department is reimbursed at the team member's overtime rate for the numbers of hours, they attended the drill, not to exceed 8 hours.
- If a team member is on duty and replaced, the department is reimbursed for the cost of the replacement at, the replacement's overtime rate, not to exceed 10 hours.
- If a team member is on duty and not replaced, the department is reimbursed for the team member's straight time rate for the number of hours they attended the drill not to exceed 10 hours.
- Travel time may be allowed to deliver DFS Hazardous Materials Response vehicles and return such vehicle to its point of housing, and to serviceable condition as necessary. This request will be a separate line-item request to distinguish the time requested for vehicle delivery.

#### Incident Attendance:

- **Incident reimbursement requests are required to be submitted within 10 business days of the response.**
- If a team member is off duty the department is reimbursed at the team member's overtime rate for the numbers of hours they attended the incident. Time can be processed in quarterly increments i.e. 15 minute increments 4.25 hours, etc.
- If a team member is on duty and replaced, the department is reimbursed for the cost of the replacement at, the replacement's overtime rate, not to exceed the time of the incident plus up to an hour extra to return to duty.
- If a team member is on duty and not replaced, the department is reimbursed for the team member's straight time rate for the number of hours they attended the incident plus travel time up to an hour. Time can be paid in quarterly increments.
- If a team member is canceled after 15 minutes since the dispatched request, the department is reimbursed for up to 4 hours of contractual time.

#### Medical Evaluation:

- A team member must submit to a physical examination once a year and their department is reimbursed for a maximum of 4 hours overtime. **This must be done on the team member's off duty time, reimbursement is not allowed for replacement for coverage of the team member.** No reimbursement is made for the first baseline physical to join the team.

#### Stand-by Pay (Stipend):

- Training Stipends are automatically issued when a team member has reached the required 40 hours for the first half of the fiscal year and 88 hours for the entire fiscal year, attended all mandatory training, met all other requirements, and responded to district activations in a fiscal year. The minimum number of training hours per fiscal year for a team member is 88 hours to maintain the active team membership status. Your department may be reimbursed up to a maximum of 96 hours (12 drills).
- **No payment made to any team member by a City or Town shall be reimbursed by the Department of Fire Services if said member has not met the requirement for the payment of such stipend in the time period set for such training or response requirements by the Department. In such cases, the City/Town shall be solely responsible for any non-reimbursable payments made.**

#### Subcommittee/Team Management Members:

- Team members, who are members of a sub-committee or hold team management positions within the team, are required to attend monthly meetings. If a meeting falls on a team member's on-duty day, the department will be reimbursed for replacement of those team members up to three times in a fiscal year for a maximum of 10 hours each request. A team member cannot be reimbursed for their own pay to attend a meeting. A stipend is paid to subcommittee/team management members.
- Team management members may receive reimbursement for mileage to attend these meetings in their own vehicles if the mileage qualifies under the DFS travel policy.
- Team Management Stipends are processed automatically after December and June when managers meet their requirements.

#### Reporting and Reconciliation of Payments:

- There are two Personnel Cost Reports:
  1. Personnel Costs Processed for Payment. This report shows all reimbursements processed for the month.
  2. Personnel Costs that have not been processed and are awaiting reimbursement request for. This report may not be included in your mailing if all activities have been reimbursed.
- Municipalities are to reconcile their reimbursements within 14 days of receiving their report(s).

- Any discrepancies with reimbursements submitted and reimbursements processed must be brought to the Program Coordinator's attention immediately.

The example of the reimbursement request form is attached. **Requests may be submitted using the link within 10 business days of the activity and will be processed monthly.** Payment is generally processed by the 10<sup>th</sup> of each calendar month, depending upon the receipt of reimbursement requests. A personnel cost report is mailed with the detail of the anticipated EFT in process.

If you have any questions, please feel free to contact Korina Senior at 978-567-3152 or [Response.DFS-TM-HazMat@mass.gov](mailto:Response.DFS-TM-HazMat@mass.gov).



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STATE FIRE MARSHAL

**Notice of Proposed Best Value Grant Award**  
**Hazardous Materials Response**

The Department of Fire Services (DFS) (grantor) announces its intention of a proposed grant award to multiple municipal fire departments (grantees). The proposed grant award makes available funds to support participation in the Commonwealth of Massachusetts, Department of Fire Services, Hazardous Materials Emergency Response Division by grantees and their employees.

Participation under this grant award includes assignment of grantee employees to hazardous materials response teams and associated activities in training, response, team management and support and related activities, and the housing and response of specialized equipment. 815 CMR 2.00 regulates the administration of grants, and it applies all to branches of state government unless otherwise provided in law. A "Best Value Grant" is used in circumstances where certain grants do not meet any of the procurement exceptions, but still present a situation in which conducting an open public process does not support the effective use of administrative, staff resources or effective grant disbursement.

**I. Justification**

The purpose of the grant is to reimburse grantees for participation of their employees on the Department of Fire Services Hazardous Materials Response Team. Requirements for participation are set forth in Department of Fire Services' policies as established by the agency. Grantee personnel participating in on the team must be career fire fighters and meet the training and certification requirements for selection. Employees are subject to selection and recommendation by the District Steering Committee and Advisory Board. Only qualified grantee employees may deliver the services for which this grant is established and/or be eligible for any applicable stipend(s) as a result of their membership on the Hazardous Material Response Team. Accordingly, employers of such personnel are the sole vendors of these services. Any challenge to this award process should be directed to the Director of Finance, Department of Fire Services, State Road, Stow, MA 01775 by April 21, 2023.

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

## II. Hazardous Materials Response Grant Agreement

- A. Selected Grantees (s) – Selected grantees are municipal fire departments who employ fire fighter hazardous materials technicians who, through established policies and procedures of the Department of Fire Services, have been selected and assigned to serve as Hazardous Materials Technicians on Regional Hazardous Materials Response Teams managed by the grantor. Some selected grantees have entered into agreement with the grantor to house emergency response vehicles owned by the Department of Fire Services in locations which make them readily available for emergency response and, grantees may, under this grant, agree to provide services of emergency response of such vehicles. A list of selected grantees is posted on-line at under solicitation number 2023-HAZG. The Department of Fire Services reserves the right to add additional grantees at any time and will provide updated lists of grantees on an annual basis, or more frequently as may be necessary.
- B. Grant Amount – The grant agreements are rate-based contracts and the maximum amount of each award for each grantee is not predetermined. Such grantee awards are subject to the actual cost of performance of deliverables detailed in the Terms and Conditions of this grant. Funds for this grant are derived from and subject to annual operating appropriation(s) of the Department of Fire Services and/or from reimbursements of response costs from Responsible Parties as identified in Massachusetts General Laws Chapter 21K and through grants made available to the Department of Fire Services. Approved rates are included as Attachment A and are posted on-line at [www.COMMBUYS.com](http://www.COMMBUYS.com) under solicitation number. The Department of Fire Services reserves the right to amend rates and will provide updated rate lists on an annual basis, or more frequently as may be necessary. Grantees are required to retain all associated supporting documentation on their reimbursement requests, such as employee hourly rates and attendance records, and to make such records available for review, as may be required under standard Commonwealth of MA requirements.
- C. Purpose of Grant Funding – This grant is awarded for the purpose of reimbursing grantees for costs incurred in paying employee expenses as established in grantor policy or under applicable collective bargaining agreement(s) to perform duties associated with the support and operation of the grantor's operation of a hazardous materials response system.
- D. Terms and Conditions - On terms and conditions acceptable to the Department of Fire Services, the grantee must provide services as follows: (A grantee may qualify to provide one or more services and, specific to personnel serving as team members, may provide one or more personnel).

## III. For Hazardous Materials Response Team Member

A Hazardous Materials Response Team Member is defined as: a fire fighter employed by the grantee who has undergone training and certification through the Massachusetts Fire Training Council as a Hazardous Materials Technician, and, who through established procedures, has been selected for enrollment in the Massachusetts Department of Fire Services (DFS) Hazardous Materials Emergency Response Division and been appointed to a district Hazardous Materials Response Team. Such member must be in good standing, have a current medical clearance and remain current with all policies, standard operating guidelines and policies and required training of the DFS.

An employee of the grantee (fire department) serves as a member of the grantee department at all times. Except as provided for in M.G.L. c. 21K, employees performing services under this agreement are not employees or special employees of the Commonwealth. Services performed under this agreement are deemed to be assignments by the employees' supervisor as members of the grantee department and therefore subject to the rules of conduct of the grantee department and afforded the protection and benefits as such.

Payment by DFS for performance of services under this agreement will be reimbursement for services provided by the grantee as follows:

1. Stand-by Pay (Stipend) - The DFS will pay an annual "stand-by" fee for eligible team members as reimbursement for on-call availability, subject to requirements and rates established by DFS. Payments will be made twice per fiscal year (July 1 through June 30) for each member meeting the aforementioned requirements. The rate of stand-by pay will be set by DFS and is incorporated by reference in Attachment A. The DFS determines the eligibility for team members.
2. Team Management Stipend pay - DFS will pay an annual fee for any employee of the grantee performing satisfactorily as Hazardous Materials Team management or support duties assigned by DFS. Payments will be made twice per fiscal year (July 1 through June 30) for each member meeting the aforementioned requirements. The rate of Team Management pay will be set by DFS and incorporated by reference in Attachment A.
3. Team Management Committee Meetings - The DFS will reimburse the grantee for replacement of employees who serve in team management positions and/or on DFS Hazardous Materials Response Division Committees if such meetings occur during the employee's normal hours of duty up to three times per year. DFS will also reimburse employees for vehicle mileage in accordance with the DFS Travel Expense Reimbursement Policy and Procedures, at the current Commonwealth standard mileage rate, if a personal vehicle is used to attend such meetings. Reimbursement requests for replacement employees are required to be submitted to the DFS on the provided Reimbursement Request Form within ten (10) business days of occurrence.
4. Annual Medical Screening - The DFS will reimburse the grantee for each member to undergo an annual medical screening, conducted by a medical provider under contract to the DFS. The grantee will be reimbursed up to a maximum of four hours of contractual premium rate each fiscal year for each employee who is serving as a member of the DFS Hazardous Materials Response Team and has undergone such examination. Coverage is not allowed for annual medical screening. Reimbursement requests for employees and employees' medical screenings are required to be submitted to the DFS within ten (10) business days of occurrence on the provided Reimbursement Request Form.
5. Training Reimbursement - The DFS will reimburse the grantee for hours-of-work performed by an employee of the grantee participating in training activities and authorized for reimbursement by the DFS. Training will be at the contractual and/or premium, rate (overtime) of the employee if training occurs beyond the contractual work hours of the employee or, if the "member" is replaced from normal duty, DFS will reimburse the grantees cost of replacement. In either case, DFS will reimburse at a four-hour minimum, time of service for training attended. DFS will not reimburse any special differential for services. Time of service for reimbursement calculations will be established as time at training as recorded by the training roster with the members' signature fixed thereon. No travel time may be included unless it is specifically to deliver DFS Hazardous Materials Response vehicles and return such vehicle to its point of housing, and to serviceable condition as necessary. Reimbursement requests for employees or replacement employees are required to be submitted to the DFS within ten (10) business days of occurrence on the provided Reimbursement Request Form.



6. Incident Response - Incident response is defined as: any activation of the members assigned to the DFS District Hazmat Team, or portions thereof, or any activation of the member by the Director of the Hazardous Materials Emergency Response Division, for purposes of responding to a hazardous materials release or threat of release, providing an on-duty capability for homeland security or special events need, or in support of special operations as authorized by the State Fire Marshal.
  7. The grantor will reimburse the grantee for actual hours-of-work performed by an employee of the grantee for participation in incident response activities authorized for reimbursement by the DFS. Service will be at the contractual, and/or premium, rate (overtime) of the employee if incident response occurs beyond the contractual work hours of the employee or, if the "member" is replaced from normal duty, DFS will reimburse the grantees cost of replacement employees. In either case, DFS will reimburse at a four-hour minimum time of service for response. DFS will not reimburse any special differential for services. Time of service for reimbursement calculations will be established as the time of incident activation, as recorded by the Hazardous Materials Control Center until the member is relieved at the incident and/or the incident is terminated. Return travel time may be included if it is specifically to return DFS Hazardous Materials Response vehicles to its point of housing and return it to serviceable condition as necessary. Reimbursement requests for employee or replacement employees are required to be submitted to the DFS within ten (10) business days of occurrence on the provided Reimbursement Request Form.
  8. For employees of the grantee assigned to a twenty-four-hour shift, on the date of occurrence, the DFS will reimburse up to ten (10) hours of replacement for non-incident response replacement employees. The grantee must indicate on qualifying reimbursement requests that replacement cost sought is based upon a twenty-four (24) hour shift.
  9. The grantee agrees to assign employees of the grantee, who are appointed members of a district Hazardous Materials Response Team, to such incident responses, training, or annual medical screening, as described above, when so requested by the DFS. Assignment for incident response when on-duty will be immediate upon activation by team page, or if an immediate response is not possible due to local public safety requirements, grantee will make all possible effort to assign member(s) as soon as possible. Assignment for training will, at a minimum, be sufficient to meet the training requirements for continued team appointment.
- B. For Hazardous Materials Response Vehicles
- Hazardous Materials Response Vehicles are defined as: motor vehicles owned by the Commonwealth of Massachusetts and operated by the Department of Fire Services, Hazardous Materials Emergency Response Division for the purpose of emergency response to releases or potential releases of hazardous materials, including acts of terrorism. Such vehicles must be maintained in a ready response condition in a secure location with unobstructed ability to respond.
1. Hazardous Materials Response vehicles shall remain under the custody and control of the DFS and are not available for the grantee to utilize in any way, outside of the scope of this agreement and the state response plan.
  2. The DFS is responsible to perform all maintenance on vehicles incorporated under this agreement.

3. The grantee is responsible to reasonably protect response vehicles from unauthorized access, use or damage.
4. Depending on the vehicle being housed, the truck will need either a 220-volt 50 amp or a 110-volt 30 amp electrical drop to charge equipment on the vehicle. DFS will reimburse the grantee for the installation of any special electrical connections it deems necessary for the vehicle being housed.
5. DFS will reimburse the grantee for the installation of a drop necessary to connect the vehicle being housed to be attached to the Stations Vehicle Exhaust System. All DFS Vehicles exhaust pipes are set up to accept a pneumatic vehicle exhaust connection. They will accept a plate for an electric magnetic connection. DFS will reimburse the grantee for the installation of any adapter plates it deems necessary.
6. The grantee will allow/provide 24-hour, seven day per week access to all Hazardous Materials Response Technicians and DFS employees for housed vehicles for emergency response and maintenance.

C. Non-Team Member Response

1. The prompt response of Hazardous Materials Emergency Response vehicles is a priority objective for the DFS. Accordingly, DFS offers the grantee the following optional agreement to support an enhanced response capability.
2. The grantee will provide up to two grantee employees (fire fighters) to operate the Hazardous Materials Response vehicle upon request by the DFS and/or its Hazardous Materials Response Control Center(s) for incident response.
3. The grantee will immediately upon request, dispatch the staffed vehicle to the response location as requested.
4. The grantee employees need not, but preferably should be, if otherwise available, members of the Hazardous Materials Response Team.
5. The DFS will reimburse replacement for employees of the grantee for the duration of the response, until relieved and returned to duty, or a four-hour minimum, whichever is greater. Reimbursement requests for employee or replacement employees are due to be submitted to the DFS within ten (10) business days of occurrence.
6. The grantee, making such assignment will consider this as an assignment of duty. Members will remain on-duty as assigned members of the grantee department.
7. The DFS will not reimburse, nor is the grantee authorized to obligate the Commonwealth for any special differential associated with this agreement.
8. The grantee is not authorized to enter into any agreement in any way restricting the DFS access, staffing and use of its vehicles.
9. If the grantee is unable to fulfill this agreement for any reason, including incident response due to staffing, local emergency conditions or other transient cause, it will notify the Hazardous Materials Control Center as soon as possible upon request for the vehicle response, in order that other means of response can be promptly initiated. Such inability, attributed to local emergency or unusual staffing shortage(s) will not be considered as failure to meet the deliverables of this agreement.

#### IV. Optional Dispatch Agreement

1. The prompt response of Hazardous Materials Emergency Response team and vehicles is a priority objective for the Department of Fire Services (DFS). Accordingly, DFS offers the grantee the following optional agreement to support an enhanced response capability.
2. The grantee will provide, subject to authorization by DFS, statewide Hazardous Materials Emergency Response or similar DFS dispatch services 24 hour, seven days per week.
3. The grantee will immediately upon request dispatch the Hazardous Materials Response Team or similar DFS personnel to the response location as requested, in accordance with DFS policies and procedures.
4. The grantee providing such services shall provide all requisite staffing and will consider this as an assignment of duty. Grantee staff members will remain on-duty as assigned members of the grantee department.
5. The DFS will not reimburse nor is the grantee authorized to obligate the Commonwealth for any special differential associated with this agreement.
6. DFS will pay an annual stipend for any community performing additional Hazardous Materials or similar DFS dispatch services assigned by DFS. Payments will be made twice per fiscal year (July 1 through June 30).
7. DFS will install at its expense, or reimburse the grantee, for any special equipment or communications connections or vendor services directly necessary to maintain Hazardous Materials Response or similar DFS dispatch services. All such equipment is to be used solely for DFS dispatch. Such costs must be directly connected with the Hazardous Materials Response or similar DFS dispatch requirements and will not be provided for any other dispatch requirement.
8. DFS may, at its discretion, provide advance funds for initial equipment and services identified in section 7, above. The grantee will be required to submit price quotes for pre-approval of such equipment and services prior to initiating any purchases.
9. The grantee shall document actual costs and provide itemized invoices for initial equipment and services identified in section 7 and section 8, above. All such expenditure reports must be submitted within 30 calendar days of incurring the expense. The grantee shall refund any overpayment within 30 calendar days.
10. Throughout the duration of this agreement, DFS shall inventory and retain ownership of any specialized equipment or communications supplies provided under this agreement. Upon termination of the agreement, DFS retains the right to transfer equipment to the successor community providing dispatch services.
11. If the grantee is unable to continue to fulfill this agreement for any reason, including due to staffing, local emergency conditions or other transient cause, it will notify the Director and the applicable Hazardous Materials Control Center as soon as possible in order that other means of dispatch can be promptly initiated.

#### V. Duration of the Grant

The duration of the grant shall be for ten (10) years and shall expire on July 1, 2033. All grantees added during the course of this grant, will expire on July 1, 2033 regardless of time of entry.

#### VI. Procedures for Reimbursement

The procedures required for submitting requests for reimbursement are included as Attachment B and are posted on-line at [www.COMMBUYS.com](http://www.COMMBUYS.com) under solicitation number. The Department of Fire Services requires reimbursement requests to be certified by the Chief of the Department on Reimbursement Request Forms, the link is provided in Attachment B.