

CHAPTER 12

CONTRACTS

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CHAPTER 12

CONTRACTS

1. STATEWIDE INTERAGENCY AGREEMENT PROGRAM.

a. General.

(1) To streamline the processing of requests for short-term reimbursable services and reduce the overall number of agreements required at the Area level, Protective Services Division, in conjunction with Administrative Services Division, developed the Statewide Interagency Agreement (SIA) program.

(2) The SIA program allows state agencies with statewide service needs to enter into an agreement with the California Highway Patrol (CHP) to provide specific services on an “as needed” basis from any Area command. (Refer to Highway Patrol Manual (HPM) 11.1, Administrative Procedures Manual, Chapter 6, Reimbursable Services.)

(3) The CHP provides reimbursable police protective services to state agencies under the Safety Services Program (SSP). The services provided usually consist of short-term assignments, such as a one-day protective services assignment at an appellate court hearing.

NOTE: It is not necessary for Area commands to enter into agreements for short-term reimbursable SSP services with the agencies that are participating in the SIA program.

b. Field Commander Responsibilities.

(1) Commanders are to ensure all reimbursable services under the SIA program are provided on overtime as outlined in the HPM 11.1, Chapter 6.

(2) If services have been provided to an agency with an SIA after the effective date of the agreement, commanders are to ensure the proper reimbursable services billing memorandums have been submitted to Fiscal Management Section (FMS) for the services. (Refer to HPM 11.1, Chapter 6.)

(3) If the services are canceled by the agency liaison, commanders are to ensure the proper reimbursable services cancellation memorandums have been submitted to FMS for the services and the CHP liaison shall complete all information in the Cancellation section of the CHP 312, Safety Services Program Task Order, and process as outlined in HPM 11.1, Chapter 6.

(4) If reimbursable services were provided to an agency with an SIA prior to the effective date of the agreement, commanders are to ensure Reimbursable Service Agreements have been completed in accordance with HPM 11.1, Chapter 6, and the proper billing memorandums have been submitted to FMS.

(5) Commanders are to designate a CHP liaison for the SIA program to follow-up on the beginning and ending dates of the contract.

c. California Highway Patrol Liaison Responsibilities.

The CHP liaison shall be responsible for coordinating all requests for services under the SIA program as follows:

(1) Process all requests for services from agency liaisons.

(2) Complete the appropriate portions of the CHP 312 and CHP 313, Safety Services Program Daily Report.

(3) Assign the officer(s).

(4) Ensure assigned officer(s) take a CHP 313 to the service location.

(5) Ensure that the billing memorandums are completed and routed to FMS.

(6) Assist in the resolution of billing disputes as necessary.

d. California Highway Patrol Officer Responsibilities.

(1) Report to the service location contact person with the CHP 313 provided by the CHP liaison.

(2) Complete the CHP 313.

(3) Obtain agency approval of the CHP 313 from the service location contact person and provide them with one copy of the form.

(4) Return the original and remaining copy of the CHP 313 to the Area command for further processing.

e. Service Request Processing.

(1) The agency liaisons have been directed to contact the appropriate CHP Area command for services. Services must be requested at least 72 hours in advance of the service date. If a request is made with less than 72 hours notice, every effort should be made by the Area command to accommodate the request.

(2) The CHP liaison will complete the entire CHP 312 based on the information provided by the agency liaison at the time the services are requested. The completed form shall then be transmitted by facsimile to the agency liaison for review and approval.

(3) The agency liaison will ensure that the CHP 312 is accurate, obtain agency approval, and transmit the form back to the CHP liaison by facsimile.

(4) After receiving the approved CHP 312, the CHP liaison will secure CHP approval. Area commanders or their designees shall be responsible for approving all CHP 312s.

(5) After receiving the approved CHP 312, the CHP liaison shall complete the Service Request Information section of the CHP 313 as follows:

- (a) The CHP Area and location code.
- (b) The CHP Interagency Agreement number.
- (c) The agency requesting the services.
- (d) The agency's Department of General Services (DGS) billing code.
- (e) The date and time of the services.
- (f) The location of service.
- (g) The service location contact person.
- (h) The service location contact person's telephone number.

(6) An original and three copies of the CHP 313 shall be made after recording the above information. One copy of the CHP 313 shall be attached to the approved CHP 312 and retained on file pending completion of the services. The CHP 313 allows the assigned officer(s) to record the CHP Officer/Vehicle Information.

(7) The CHP liaison shall assign the officer(s) based on the command's overtime procedures. All services are to be provided on overtime unless an unusual situation arises which necessitates the assignment of an officer on a regular shift.

- (a) In the event an officer is not available, a sergeant may be used.
- (b) A sergeant may also be used when requested services warrant the use of a sergeant for the supervision of officers.

(8) The assigned officer(s) shall be provided with the original and two copies of the CHP 313 to take to the service location.

(9) After the services are completed, the CHP liaison shall ensure the pending CHP 313, attached to the CHP 312, is replaced with the original. Two copies of the completed CHP 313 shall be provided by the officer(s) for the preparation of the billing memorandum. The distribution shall be as follows:

(a) One copy of the CHP 313 shall be provided to the agency's liaison.

(b) Original CHP 313 replaces the pending copy.

(c) One copy of the CHP 313 shall be attached to the CHP 312 and the billing memorandum for submission to FMS.

(10) Monthly, the CHP liaison will ensure the billing memorandums have been completed and processed according to the instructions outlined in HPM 11.1, Chapter 6.

f. Service Location Requirements.

(1) The assigned officer(s) shall report to the service location contact person indicated on the CHP 313 for specific instructions.

(2) The assigned officer(s) is responsible for the completion of the CHP Officer/Vehicle Information section of the CHP 313 as follows:

(a) Provide each officer's name, rank (officer or sergeant), identification number and vehicle license number. If a motorcycle officer is assigned, mark the appropriate box and provide the motorcycle license number.

(b) Indicate applicable starting and ending shift hours for the assignment. Agencies are charged from the time the officer(s) leaves the Area office to the time the officer(s) returns to the Area office. The ending time shall be estimated based on the actual travel time to the service location.

(c) At the end of the shift, the officer(s) shall sign the CHP 313 and obtain the signature of the service location contact person.

(d) The fourth copy of the CHP 313 shall remain with the service location contact person. If the service location contact person is not available, the officer(s) shall sign the form and leave a copy at the service location. The remaining copies of the form are to be returned to the CHP liaison for further processing.

g. Statewide Interagency Agreement Program Reporting Procedures. Area commands shall prepare a billing memorandum for each agency summarizing each service location activity for the month as outlined in the HPM 11.1, Chapter 6. One copy of each CHP 312 and the original and one copy of each CHP 313 prepared for the month shall be attached to the billing memorandum. The billing memorandum shall be submitted through channels to FMS.

2. REIMBURSABLE SERVICES.

a. Dignitary Protection. These are agreements where CHP provides protection to state constitutional officers (e.g., State Treasurer, State Controller) and is reimbursed for such services.

b. Safety Services Program. These are agreements where CHP provides protective services such as security at meetings or hearings of various types.

c. Preparation of Agreements. (Refer to HPM 11.1, Chapter 6.)

d. Reporting Instructions for Extraordinary Protective Services. Upon completion of assignment for extraordinary protective services, the Area command shall follow the reporting instructions outlined in HPM 11.1, Chapter 6, and submit copies of the required documents to FMS, Accounts Receivable Unit.

e. Reimbursable Special Project Codes and Report of Overtime Hours for Reimbursable Special Projects. (Refer to HPM 11.1, Chapter 6.)

f. Establishing "Report of Overtime Hours for Reimbursable Special Projects." The Department can only bill for paid overtime for reimbursable contracts/agreements. The "Report of Overtime Hours for Reimbursable Special Projects" replaces the need to provide a memorandum for billing information. (Refer to HPM 11.1, Chapter 6.)

g. Billing For Services. Fiscal Management Section, Accounts Receivable Unit, shall issue an invoice for reimbursement of actual costs incurred in providing the requested services. If a deposit was made based on estimated cost of the service and a refund is due to the company, FMS, Accounts Receivable Unit will issue the refund. (Refer to HPM 11.1, Chapter 6.)

h. Payment. Payment shall be made directly to FMS, Cashiering Unit, by the party requesting services. (Refer to HPM 11.1, Chapter 6.)

i. Gifts, Donations, and Gratuities. In accordance with the Inconsistent and Incompatible Activities Statement, additional gifts, donations, or gratuities shall *not* be accepted by individuals on their own behalf, on behalf of the Department, the

informal squad fund, or other local command funds. (Refer to HPM 11.1, Chapter 6.)

3. MASTER SERVICE AGREEMENT CONTRACTS. Master Service Agreements (MSA), are statewide contracts negotiated to provide a service for state agencies should they decide to utilize the contract. Department of General Services has given the CHP authority to bid and supervise the MSA for security guard services.

a. Use of the Master Service Agreement. The most common reasons for agencies using the MSA for security services are as follows:

(1) The MSA takes advantage of the state's buying power and often saves the state money.

(2) The MSA bid process and other administrative requirements are completed by CHP, the managing agency.

(3) The MSA allows an agency to obtain the needed services quickly and easily by eliminating the bid process.

b. Master Service Agreement Office of Primary Interest. Any questions regarding the MSA should be referred to Protective Services Division, Emergency Operations and Safety Services Section.