



DELEGATED AUTHORITY

Agency Tracking # 31865-00012	Edison ID 49370	Effective Date July 1, 2016	End Date June 30, 2017		
Edison ID of prior, similar document (if any)		40790			
Service Caption Legal Proceedings Support					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
2017	\$1,000,000.00	\$1,000,000.00			\$2,000,000.00
TOTAL:	\$1,000,000.00	\$1,000,000.00			\$2,000,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - DA</i>	
					
Speed Chart (optional) TN00000043 OGC TN00000127 LSU (Grier) TN00000346 TED Legal		Account Code (optional) 70816000			



DELEGATED AUTHORITY

This Delegated Authority ("DA") application, if approved in accordance with Central Procurement Office ("CPO") rules, policies, and procedures, shall authorize the applicant state agency ("State Agency") to purchase goods or services or execute contracts for the specified program without individual, independent approval, PROVIDED THAT all purchases and executed contracts comply with CPO rules, policies and procedures, and are within the limits, guidelines, and conditions of this DA. All purchases under an approved DA shall be made using purchase orders in compliance with CPO Policy 2013-004, Section 4.3.2. Where a contract is required under Policy 2013-004, Section 4.3.2., the State Agency shall attach a copy of the proposed contract that will be used under the DA. If the proposed contract includes modifications or additions to the CPO's contract templates or models, the State Agency shall redline the modifications or additions and include the redlined document as an attachment. An approved RER is required when the proposed contract involves modifications or additions to a template.

Contracting Agency:	Department of Finance and Administration, Division of Health Care Finance and Administration	
Subject Program:	All Contracting Agency Programs needing Legal Support Services	
A.	What is the purpose of this DA, and why is it necessary?	
	<p>The purpose of this proposed delegated authority is to support the provision of legal services, both inside and out of the courtroom. This Delegated Authority shall be used to obtain the services of witnesses, expert advisors, paralegals, lawyer associates, legal assistants, sheriffs and constables, court clerks, security personnel, and interpreters for services rendered in conjunction with HCFA programs. The services purchased are episodic, uniquely transactional, or emergent and it is not possible to determine in advance their volume, delivery, or exact costs. Each purchase pursuant to this Delegated Authority is so small as not to require Department of Finance and Administration review and it is impractical to review each transaction because each year over ten thousand (10,000) contested case hearings are conducted which involve countless numbers of witnesses as well as numerous services included in this purchase authority which are ancillary. In addition, a myriad of legal projects arise which require ancillary assistance. The numbers of these individual transactions, although monetarily small, are voluminous and episodic.</p>	
B.	What is the Maximum Liability of the DA? The Maximum Liability shall not exceed ten million dollars (\$10,000,000) without an approved RER.	\$ 2,000,000.00
C.	<p>A purchase order is appropriate when the goods or services will be provided within ninety (90) days or less or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2.</p> <p>What is the Maximum Liability of a purchase order to be submitted or contract to be executed under this DA? The Maximum Liability of a purchase order or contract shall not exceed five million dollars (\$5,000,000) without an approved RER.</p>	\$ 50,000.00
D.	What is the maximum number of individual contracts to be executed under this DA? If the proposed number of contracts is five (5) or fewer, provide a justification for why a DA is appropriate.	0
E.	What is the maximum term of an individual contract to be executed under this DA? The term of any individual contract cannot extend beyond the approved DA's end date. An approved DA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DG templates is obtained.	0 months
F.	<p>Under CPO Policy 2013-004, Section 4.3.2, a purchase order is appropriate when goods or services will be provided within ninety (90) days or less. The State Agency certification for contracts is in Section G.</p> <p>State Agency certification for <u>purchases</u>:</p>	



1. The requesting State Agency certifies that each of the following is true and applicable:
 - a) The need for goods or services is sporadic, and an advance determination of the volume, delivery, or exact costs of goods or services needed is not possible;
 - b) It is impractical to award one or more fee-for-service contracts for the category of goods or services needed with compensation based upon unit or milestone rates;
 - c) The program needs and general categories of goods or services are such that adequate guidelines can be developed to direct the State Agency in competitively making each purchase;
 - d) All goods or services purchased can be delivered or performed in ninety (90) days or fewer or represent a single transaction, as provided in CPO Policy 2013-004, Section 4.3.2;
 - e) The procurement terms, conditions, and criteria to be followed by the agency in making each purchase will be of such uniformity that the Central Procurement Office's individual, independent, and prior approval of each purchase is unnecessary;
 - f) The purchases involved will be of such uniformity, volume, and pressing need that the individual approval of each purchase by the Central Procurement Office is impractical; and
 - g) The State Agency staff has made appropriate and justified inquiries and assured the validity and justification of the maximum amounts in this DA application.
2. The summary cover sheet correctly records the requested delegated authority period in which every purchase must be made. Delivery may occur after the period.
3. The State Agency will limit purchases to the goods or services and associated maximum payment rates for each line item detailed in Attachment 1.
4. The State Agency shall make each purchase:
 - a) In strict accordance with the pre-defined, competitive process detailed in Attachment 3; and
 - b) Using the purchase order document designated by the Central Procurement Office.
5. The State Agency shall ensure that every purchase made under the DA:
 - a) Has sufficient funds budgeted and available;
 - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules, policies and procedures; program rules, policies and procedures; and any federal laws, rules, regulations, or requirements;
 - c) Creates a "contractor" relationship as defined in the US O.M.B.'s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*;
 - d) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
 - e) Shall not involve the procurement of goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
 - f) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the state of Tennessee.
6. The State Agency will require the following documentation prior to payment for any purchase:
 - a) a copy of the CPO's designated purchase order document signed by the State Agency and the Vendor; and
 - b) A certification that the contractor selection process detailed in Attachment 3 was followed and the requested goods or services were delivered and accepted.
7. The State Agency shall retain records to document that all purchases have been made in accordance with the limits, guidelines, and conditions specified in this DA.
8. The State Agency shall provide all such reports and information relating to the purchases made under the approved DA as may be requested by state officials.

G. Under CPO Policy 2013-004, Section 4.3.2, a contract shall be executed if goods or services cannot be provided within ninety (90) days.

State Agency certification for contracts:

1. The requesting State Agency certifies that each of the following is true and applicable:
 - a) The program needs and general categories of services are such that adequate



- guidelines can be developed to direct the State Agency in competitively executing a number of similar contracts;
- b) The individual contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical; and
 - c) All individual contracts executed will create a "contractor" relationship as defined in Central Procurement Office Policy 2013-007.
2. The summary cover sheet correctly records the requested delegated authority period in which every contract must begin.
 3. The State Agency will draft each contract either with the exact scope of services ("Scope") detailed in Attachment 2 or using a combination of the provisions detailed in Attachment 2. In no event shall the Scope contain provisions that do not appear in Attachment 2. The State agency will draft each contract in compliance with the appropriate contract templates and models in effect at the time that each contract is drafted. Each contract must include a completed summary cover sheet attached at the front of each copy.
 4. The State Agency will select contractors in strict accordance with the pre-defined, competitive process detailed in Attachment 3.
 5. The State Agency will ensure that every contract entered into under this DA:
 - a) Has sufficient funds budgeted and available;
 - b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements;
 - c) Shall not create an employer/employee relationship as prohibited by Tenn. R. & Regs. § 0690-03-01-.17;
 - d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this DA; and
 - e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State.
 6. The State Agency will retain records to document that every contract has been executed in accordance with the limits, guidelines, and conditions specified in this DA.
 7. The State Agency will provide all such reports and information relating to the executed contracts under this DA as may be requested by state officials.
 8. The State Agency shall attach a copy of the proposed contract(s) that will be used under the DA. If the proposed contract or contracts include modifications or additions to contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request ("RER").

IN WITNESS WHEREOF, and by signature below, I certify that all information in this DA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the State Agency shall follow in making each purchase or executing each contract.

Larry B. Martin/CS

3/24/2016

LARRY B. MARTIN, COMMISSIONER

Date



AUTHORIZED PURCHASE OF GOODS OR SERVICES & MAXIMUM RATE SCHEDULE

The rates below are maximum rates allowed, NOT standard or set rates (unless based upon federal government or TennCare set rates). The State Agency is encouraged to buy goods or services at lower rates than those below. All purchases under this DA shall comply with the vendor selection procedures specified in Attachment 3.

Good or Service	Maximum Rate
<p>Travel Compensation/Reimbursement (relating to authorized service delivery)</p>	<p>This Delegated Authority shall NOT authorize payment or reimbursement of a contractor's travel expenses to the site where goods are delivered or services are provided. If the State requires that the contractor travel somewhere other than the site where goods are delivered or services are performed, reimbursement shall be subject to amounts and limitations specified in the current "State Comprehensive Travel Regulations." Only necessary expenses incurred away from and back to the site where goods are delivered or services are performed shall be reimbursable.</p> <p><i>Note: This does NOT apply to any travel reimbursements paid to state clients (which may be provided for in this schedule).</i></p>
<p>Witness in Courts of Record and Administrative Proceedings attending under subpoena in a civil matter when they reside at a distance greater than ten (10) miles.</p>	<p>A witness in courts of record attending under subpoena in a civil matter shall receive upon request to the clerk thirty (\$30) per day for such attendance. In addition, when such witness resides at a distance of greater than ten (10) miles from the court, the witness shall, upon request to the clerk, also receive reimbursement for travel expenses for each mile traveled when going to and returning from such court at the rate allowable under "State Comprehensive Travel Regulations" in effect at that time. All such compensation and reimbursement shall be taxed as cost.</p>
<p>Witness residing outside county where court of record or Administrative Proceedings is being held.</p>	<p>A witness attending, under summons, any court of record or Administrative Proceedings in any county in this state other than the county in which said witness lives shall be entitled to receive the sum of Forty Dollars (\$40) per day for such attendance.</p> <p>In addition thereto, the witness shall also receive reimbursement at a rate allowable under "State Comprehensive Travel Regulations" in effect at the time such travel expense is incurred for each mile traveled in going to and returning from such court.</p> <p>In addition to the mileage reimbursement allowed, a witness shall be allowed the per diem allowance designated herein for each day required to travel in going to and returning from</p>



	<p>a trial. Mileage reimbursement to a witness traveling from out-of-state shall be the same as that allowed a State employee using a personal vehicle for the convenience of the State. In lieu of such mileage reimbursement, a witness traveling from out-of-state may be reimbursed for the cost of travel by common carrier at a rate not to exceed the regular tourist fare charged the general public.</p>
<p>Professional Expert for a hearing or court proceeding or in anticipation of possible litigation.</p>	<p>\$ 1,500.00 per day</p>
<p>Professional Expert as reviewer and advisor for case investigation, case preparation or issue analysis.</p>	<p>\$ 1,500.00 per day</p>
<p>Lawyer Associate, Legal Associate, and Paralegal as administrative judge, hearing officer, litigator, reviewer, researcher and advisor for appeals, case investigation, evaluation & preparation or contract review and oversight assistance.</p>	<p>\$ 1,000.00 per day</p>
<p>Sheriff, Constable or Private Entity Service of Process.</p>	<p>\$ 30.00 per item served by governmental entity \$200 per item served by non-governmental entity</p>
<p>Certified Copies of Legal Documents such as indictments, convictions, judgments, etc., from other state courts or boards.</p>	<p>\$ 12.00 per page</p>
<p>Document Preparation for Trial Submission, including scanning, Bates stamping, computer time, CD duplication and binding.</p>	<p>\$ 25.00 each plus \$ 50.00 per hour computer time</p>
<p>Security Professional whose services are engaged for the protection of court or administrative personnel, Board members or witnesses in any court of record or administrative proceeding not receiving or eligible to receive compensation under the Sheriff's and Constable's fees provision of this authorization.</p>	<p>\$ 100.00 per hour</p>
<p>Reasonable Accommodations</p>	<p>Flat fee of \$500.00 dollars</p>
<p>Auxiliary Aids or Services (Braille, large print, audio recordings, set forth at 28 C.F.R. § 35.104)</p>	<p>\$75.00 per hour or a flat fee of \$200.00 dollars</p>
<p>Qualified Foreign Language Interpreter for in-person services or video-remote interpreting</p>	<p>\$ 75.00 per hour</p>
<p>Qualified Foreign Language Interpreter for telephonic interpreting services, Oral or Deaf Sign Language Interpreter – Transliterating Certificate or Interpreting Certificate</p>	<p>\$1.30 per minute \$ 25.00 per hour</p>



ified Foreign Language Translator, Oral or Sign Language Interpreter – Not Certified	\$0.25 cents per word plus formatting and processing fee \$30.00 per hour
In person American or International Sign Language Interpreter – Comprehensive Skills Certificate or Oral Interpreter Certificate	\$ 65.00 per hour per interpreter
Oral or Deaf Sign Language Interpreter – Transliterating Certificate or Interpreting Certificate	\$ 65.00 per hour per Interpreter
Video Remote Interpreting American or International Sign Language	\$2.00 per minute



CONTRACT SCOPE OF SERVICES TEXT

Insert the scope of services (“Scope”) that will be used in executed contracts or identify all provisions that will possibly appear in the Scope. If all contracts will contain the same Scope, note that below and include the Scope in the pro forma contract attached to the DA application. There is no need to provide the Scope in this Attachment and in the pro forma contract. If there will be a menu of scopes, identify all provisions that will possibly appear in the Scope in this Attachment. Then leave the Scope and Section C.3.b of the pro forma contract blank.

The Scope describes the services and deliverables that contractors must provide. It must specify all associated functional and technical requirements. The State Agency may include payment terms outside of Section C with an approved Rule Exception Request.

The State Agency head or designee signifies by signing this DA that all information in this DA is, to the best of his or her knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the State Agency shall follow in executing each contract.

Scope (Contract section A)	Cost (Contract section C.3.b)
N/A	N/A



PRE-DEFINED VENDOR OR CONTRACTOR SELECTION PROCESS AND CONTRACT MAXIMUM LIABILITY AMOUNT DETERMINATION PROCESS

The State Agency shall select vendors or contractors in strict accordance with the pre-defined, competitive or otherwise approved process described below. Any selection process authorized by CPO rules, policies, or manuals is acceptable, though some processes will require additional documentation or approvals. The State Agency shall retain records to show the basis of each purchase made or each contract executed under this Delegated Authority, including documentation that each purchase or contract was made in accordance with the processes below.

Witness. The state agency will use and remunerate witnesses as appropriate to the given circumstance.

Professional Expert. The agency staff will select Professional Experts, where practicable, on a competitive basis, taking into consideration price, delivery, availability, quality of work, and experience. The agency staff shall document, for each purchase that the Professional Expert selection made was determined to be in the best interests of the state and the reasons therefor.

Process Server. Process Servers will be selected based on availability within the appropriate jurisdiction.

All Other Service Categories (Lawyer Associate, Legal Associate, and Paralegal; Document Preparation Service, Security Professional; Language Interpreter; Language Translator; and Interpreter for the Hearing Impaired). Upon each service need, agency staff will identify local vendors appearing capable of providing the service. Identification of vendors will be completed using any available resource including the state's registry of vendors, local directories, *et cetera*.

Within ninety (90) days of the anticipated service date(s), agency staff will seek bids by randomly contacting potential vendors to discuss a complete description of the service needed and the vendor's ability to provide the service (including availability as required). Agency staff will determine whether the vendor appears, at least, minimally qualified to deliver the service as required (in full consideration of any prior experience with the vendor), and staff will document in writing each that is not and the reasons therefore. Agency staff will continue the random contacts until the receipt of bids from at least three (3) potential service providers that are qualified and able to provide the service as required. If three (3) potential service providers possessing at least minimal qualification to deliver the service cannot be located Agency staff will document efforts to locate such service providers.

The selection of a service provider will be based upon both the bidder offering the lowest cost and the bidders quality of work and experience. If two or more offers indicate equal, lowest cost to the state and comparable quality of work and experience the purchase of service will be made from the bidder selected by chance.