

**EXHIBIT**

**AUTHORIZATION TO VENDOR**

<b>FROM:</b>	Department of Health	<b>COST CENTER:</b>	[COST CENTER]
		<b>ALLOTMENT CODE:</b>	[ALLOTMENT CODE]
<b>PROGRAM:</b>	[PROGRAM NAME]	<b>PURSUANT TO DPA #</b>	[DPA NUMBER]
		[AGENCY USE]	[AGENCY USE]

<b>VENDOR:</b>	[VENDOR NAME] [ADDRESS] [TELEPHONE NUMBER]
<b>VENDOR IDENTIFICATION NUMBER:</b>	[VENDOR ID NUMBER]

ITEMS AUTHORIZED	Dates of Service (if applicable)	Units Authorized	Unit Cost	Amount Authorized

**VENDOR ACCEPTANCE OF THIS AUTHORIZATION SIGNIFIES:**

That the Vendor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Vendor on the grounds of disability, age, race, color, religion, gender, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Vendor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

That the Vendor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Vendor in connection with any work contemplated or performed relative to this Authorization.

That the Vendor shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form. This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

That the State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State.

That the Vendor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

The activities and records pursuant to this Authorization shall be subject to monitoring and evaluation by the Department of Health, the Comptroller of the Treasury, or their duly appointed representatives.

That the State is not responsible for the payment of services rendered without specific, written authorization.

That the Vendor will submit an invoice in form and substance acceptable to the State to affect payment.

That the Vendor, and any and all of the Vendor's employees, shall maintain strict confidentiality of records, including medical records, at all times and in accordance with federal and Tennessee laws, as well as the policies of the Department of Health.

**This Authorization To Vendor is issued to be effective [DATE] and void after [DATE].**

**VENDOR ACCEPTANCE:**

\_\_\_\_\_  
**AUTHORIZATION:** \_\_\_\_\_ DATE: \_\_\_\_\_

**DEPARTMENT OF HEALTH**  
 \_\_\_\_\_ DATE: \_\_\_\_\_