

Revised 1/29/2020  
**HealthTrust Verified Agreement**

HealthTrust Workforce Solutions, LLC (**HealthTrust**), an HCA Healthcare, Inc., subsidiary, has been chosen by the client facility at which you are accessing this Agreement as its credentialing verification organization for tracking and monitoring all credentials via this online system (**HealthTrust Verified**). This HealthTrust Verified Agreement (**Agreement**) governs your access to and use of HealthTrust Verified. HealthTrust reserves the sole right at any time to modify, discontinue or terminate HealthTrust Verified and/or require a replacement for this Agreement as a condition of your continued use of HealthTrust Verified. In keeping with requirements of The Joint Commission, the Centers for Medicare and Medicaid Services, Accreditation Association for Ambulatory Healthcare, and State regulatory agencies, HealthTrust clients require each VPro<sup>1</sup> requesting permission to provide services to undergo a process to verify that such VPro has the qualifications and competence to provide such services safely and to meet applicable, evidence-based quality standards.

Subject to your compliance with this Agreement, HealthTrust grants you a limited, non-exclusive, non-transferable, revocable right to access and use HealthTrust Verified solely for the purpose of tendering credentials. You agree not to use HealthTrust Verified in any other way. You agree to create a user account allowing you to access and use HealthTrust Verified and to keep confidential and secure any credentials used to access your user account. HealthTrust will not use any information you provide through HealthTrust Verified for any purpose other than verifying your credentials. HealthTrust will limit access to your credentials to only personnel of HealthTrust and/or its affiliate(s) who have a need to review such credentials as required by HealthTrust's client facilities. You warrant that all information provided to HealthTrust is true and correct in every detail. You agree to only maintain one user account in relation to your use of HealthTrust Verified. You agree to provide HealthTrust with a completed application (including scope of service) and all other documents which HealthTrust may request from you for the purposes of verifying your credentials and background, and to complete your annual evaluation in HealthTrust Verified. You acknowledge that HealthTrust may suspend your user account and/or your access to HealthTrust Verified at any time, with or without notice to you, and for any reason in its sole and absolute discretion. You acknowledge that HealthTrust will collect your personal information in connection with your use of HealthTrust Verified. You agree that you will log into your HealthTrust Verified account using your credentials at the designated HealthTrust Verified kiosk each time you seek to access a HealthTrust client facility. You agree that you will print any required identification documentation from such HealthTrust Verified kiosk and display such documentation at all times you are on a HealthTrust client's premises. HealthTrust represents and warrants it will comply with all laws and regulations, including, those related to privacy and data protection, and that your personal information will be handled, used, maintained and disclosed by HealthTrust in accordance with such privacy and data protection laws. You warrant to HealthTrust that you will comply with all applicable laws in relation to your use of HealthTrust Verified.

The term of this Agreement is one (1) year from the date that HealthTrust receives payment of your annual fee (**Term**), and shall automatically renew for each subsequent one (1) year period unless terminated by you or HealthTrust. If renewal payment is received on or before the expiration date of the then-current Term, the Term will renew and continue for another year from the anniversary date of the then-current Term. If renewal payment is not received on or before the then-current expiration date, the Term will expire, and this Agreement will terminate. If your account is inactive for one hundred eighty (180) days or longer, this Agreement and your access to HealthTrust Verified will terminate automatically. Renewal after any termination or expiration will require payment of the then-current annual fee and execution of a new agreement. There are no refunds or prorations for the fees you paid in connection with the application and/or any renewal, and HealthTrust may increase or decrease rates at any time. Such a change will not affect an existing Term, and any change in rates will apply for any renewal. You will receive a confirmation once payment has been received from PayPal™, a third party service, access to which is provided to facilitate the processing of your payment. By accessing or using PayPal™, you agree to be bound by all applicable terms and conditions of such service. HealthTrust will not be liable for any deficiencies in the accuracy, completeness, availability, privacy, security or timeliness of payment information sent via this online payment service. HealthTrust will not be liable for any damages of any kind arising from the use of this online payment service, including, without limitation, for any breach your personal or credit card information resulting from the interception of such information during its transmission. HealthTrust intends that the then-current fees charged hereunder, available at [insert link], shall be fair market value for the credentialing services rendered based upon arm's length bargaining and the value of similar credentialing services and by paying such fees you agree to the same.

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, HEALTHTRUST VERIFIED AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH HEALTHTRUST VERIFIED ARE PROVIDED BY HEALTHTRUST ON AN "AS IS" AND "AS AVAILABLE" BASIS. HEALTHTRUST MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF HEALTHTRUST VERIFIED, OR THE INFORMATION, CONTENT, MATERIALS, SOFTWARE OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH HEALTHTRUST VERIFIED. EXCEPT AS EXPRESSLY PROVIDED HEREIN, HEALTHTRUST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HEALTHTRUST WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF HEALTHTRUST VERIFIED, OR FROM ANY INFORMATION, CONTENT, MATERIALS, SOFTWARE OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH HEALTHTRUST VERIFIED, INCLUDING, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. HEALTHTRUST MAKES NO WARRANTIES OF ANY KIND IN CONNECTION WITH THE COMPUTER NETWORKS, TELECOMMUNICATIONS FACILITIES (INCLUDING THE INTERNET) AND/OR ONLINE PAYMENT SERVICES THAT ARE NOT OWNED BY HEALTHTRUST. YOU AGREE TO INDEMNIFY AND HOLD HEALTHTRUST HARMLESS AGAINST ANY CLAIMS OR LOSSES INCURRED BY HEALTHTRUST IN CONNECTION WITH YOUR BREACH OF THIS AGREEMENT, AS WELL AS ALL COSTS, EXPENSES AND ATTORNEYS' FEES INCIDENT THERETO.**

You agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule thereof. You agree that any claim regarding this Agreement shall be brought as an individual claim, and you specifically agree that no claim shall be brought on a class basis or as a collective or representative action. All notices required or permitted under this Agreement shall be delivered by email with a return email acknowledging receipt, (i) to [verified@healthtrustws.com](mailto:verified@healthtrustws.com) if from you; or (ii) to the email address associated with your user account if from HealthTrust. You hereby certify that you have read this Agreement in its entirety, that you understand all the provisions in this Agreement, and that you have had the opportunity to review same with legal counsel of your choice prior to entering into this Agreement.

Please electronically sign this Agreement, complete the remainder of credentialing application, upload all requested documents and submit when prompted to do so. If you have any questions about the application process, please do not hesitate to call our Customer Service Team at 954.514.1440.

**HEALTHTRUST VPRO SOLUTIONS, LLC**

Tony Pentangelo, Executive Vice President

<sup>1</sup> VPro or Verified Professional means an individual who is permitted by law and the facility in which he/she practices to provide patient care services whether directly or indirectly under the direction or supervision of a licensed independent practitioner, within the scope of the individual's license and in accordance with individually granted scope of practice.

## Terms and Conditions of an Active HealthTrust DHP/Verified Professional Credentialing Account

### Kiosk Rules

- It is expected that the DHP/VPro will maintain compliance of the DHP/VPro account and log in daily at the Verified Professional Kiosk when accessing any facility.
- Please know that if the DHP/VPro attempts to reuse a badge from a prior visit this could lead to termination of the account to access any facility.
- Please note if the DHP/VPro account has been “approved” by the facility, that decision will stay (unless changed by the facility) on the account but does not mean the DHP/VPro is necessarily compliant. Approval simply means that the facility allows the DHP/VPro access if the credentials are compliant and up to date.

### 180 Day Compliance Rule

If the DHP/VPro does not access the account to maintain compliance and does not login at the Verified Professional Kiosk each day worked or to visit for meetings, at 180 days the DHP/VPro account will be terminated. Termination of an account is irrevocable. If the DHP/VPro needs access again to a facility, a new DHP/VPro account needs to be created.

### 60 Day Suspension Rule

If a DHP/VPro is not actively engaged with updating credentials to maintain compliance, HealthTrust will internally suspend oversight of the DHP/VPro file. \*Note when the account is updated with credentials, the file will be assigned to work again.

### Credentialing Status – Oversight

If the DHP/VPro has a minimum of one document needed for compliance, the account will remain in Onboarding waiting on DHP/VPro to supply and cannot be worked by Credentialing Specialist until all have been satisfied.

### Employment

#### *Change of employment to Self-Employed*

- If the DHP/VPro changes employers or becomes self-employed, the existing account becomes null and void and the DHP/VPro will be required to establish a new account and pay associated fees. There is no refund for any remaining time on the prior account.
- Please note that it is a violation to miss-represent identification credentials and work under an employer where the DHP/VPro is no longer employed. This action will lead to immediate termination of your account and access to any facilities

#### *Changes due to changing employers or acquisitions:*

- DHPs accounts in eDHP will be assessed a \$100 fee per account to rework credentials. (Typically, 75% of a file must be reworked. Credentials to change: Letter of compliance, job description, Training, certificates/attestations, Certificate of Insurance and Scope of Service for Tier 2/3, Confidentiality and Security agreement, and potentially an attestation received from prior employer regarding Drug Screen)
- Changes to Verified Professional’s accounts in www.HWSVerified.com will require the VPro to create a new account for all instances

### Dual Employers

- If the DHP/VPro would like to represent two different companies and/or self-employed and representing another company, the DHP/VPro is required to establish two separate accounts.

### Change Classification/Role Rule

- If the DHP/VPro needs to change the classification (the HCA Job role) on the account for any reason, contact HealthTrust immediately at 954-514-1440. HealthTrust will assist the DHP/VPro in making those changes; however, please note that it may take a minimum of 72 hours to process and finalize the request. This will require deactivation of the current account, after which a new account will be created.

*Tony Pentangelo*

VPro Signature:

Date: