

**CERTIFICATION OF COMPLIANCE AGREEMENT  
BETWEEN THE  
OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
VHS OF ANAHEIM, INC. D/B/A WEST ANAHEIM MEDICAL CENTER**

**I. PREAMBLE**

VHS of Anaheim, Inc. doing business as West Anaheim Medical Center (WAMC), hereby enters into this Certification of Compliance Agreement (CCA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS). Contemporaneously with this CCA, WAMC and its corporate parent Vanguard Health Systems, Inc. are entering into a Settlement Agreement with the OIG, and this CCA is incorporated by reference into the Settlement Agreement.

The effective date of this CCA shall be the date on which the final signatory of this CCA executes this CCA (Effective Date). Each one-year period, beginning with the one-year period following the Effective Date, shall be referred to as a "Reporting Period."

**II. INTEGRITY REQUIREMENTS**

WAMC shall, for a period of three years from the Effective Date of this CCA:

A. Continued Implementation of Compliance Program. WAMC shall continue to implement its Compliance Program, as described in the attached Declaration (which is incorporated by reference as Appendix A), and continue to provide, at a minimum, the same level of resources currently provided, throughout this time period. WAMC may amend its Compliance Program as it deems necessary, so long as those amendments are consistent with the overall objective of ensuring compliance with the requirements of Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f).

B. Reporting of Overpayments. WAMC shall promptly refund to the appropriate Federal health care program payor any identified Overpayment(s). For purposes of this CCA, an "Overpayment" shall mean the amount of money WAMC has received in excess of the amount due and payable under any Federal health care program requirements. If, at any time WAMC identifies or learns of any Overpayment, WAMC shall notify the payor

(e.g., Medicare fiscal intermediary or carrier) within 30 days after identification of the Overpayment and take remedial steps within 60 days after identification (or such additional time as may be agreed to by the payor) to correct the problem, including preventing the underlying problem and the Overpayment from recurring. Also, within 30 days after identification of the Overpayment, WAMC shall repay the Overpayment to the appropriate payor to the extent such Overpayment has been quantified. If not yet quantified, within 30 days after identification, WAMC shall notify the payor of its efforts to quantify the Overpayment amount along with a schedule of when such work is expected to be completed. Notification and repayment to the payor shall be done in accordance with the payor's policies and, for Medicare contractors, shall include the information contained on the Overpayment Refund Form, provided as Appendix B to this CCA. Notwithstanding the above, notification and repayment of any Overpayment amount that is routinely reconciled or adjusted pursuant to policies and procedures established by the payor should be handled in accordance with such policies and procedures.

C. Reportable Events. WAMC shall report to OIG in writing within 30 days after making a determination (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) that there is a Reportable Event, which shall mean anything that involves: (1) a substantial Overpayment, or (2) a matter that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to any Federal health care program for which penalties or exclusion may be authorized. In such report, WAMC shall include the following information:

1. If the Reportable Event results in an Overpayment, the report to OIG shall be made at the same time as the notification to the payor required in Section II.B, and shall include all of the information on the Overpayment Refund Form, as well as:

- a. the payor's name, address, and contact person to whom the Overpayment was sent; and
- b. the date of the check and identification number (or electronic transaction number) by which the Overpayment was repaid/refunded;

2. a complete description of the Reportable Event, including the relevant facts, persons involved, and legal and Federal health care program authorities implicated;

3. a description of WAMC's actions taken to correct the Reportable Event;  
and

4. any further steps WAMC plans to take to address the Reportable Event and prevent it from recurring.

D. Notification of Government Investigation or Legal Proceedings. Within 30 days after discovery, WAMC shall notify OIG, in writing, of any ongoing investigation or legal proceeding known to WAMC conducted or brought by a governmental entity or its agents involving an allegation that WAMC has committed a crime or has engaged in fraudulent activities. This notification shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding. WAMC shall also provide written notice to OIG within 30 days after the resolution of the matter, and shall provide OIG with a description of the findings and/or results of the investigation or proceedings, if any.

E. Annual Reporting Requirements. WAMC shall submit to OIG annually a report that sets forth the following information for each Reporting Period Annual Report):

1. A description of any material amendments to its Compliance Program and the reasons for such changes;

2. Any decrease to the level of resources dedicated to its Compliance Program and the reasons for such decrease;

3. A summary of all internal or external reviews, audits, or analyses of its Compliance Program (including, at a minimum, the objective of the review, audit, or analysis; the protocol or methodology for the review, audit, or analysis; and the results of the review, audit, or analysis) and any corrective action plans developed in response to such reviews, audits, or analyses;

4. A summary of all internal or external reviews, audits, or analyses related to compliance with Federal health care program requirements, including compliance issues related to any financial arrangements between WAMC and members of its medical staff (including, at a minimum, the objective of the review, audit, or analysis; the protocol or methodology for the review, audit, or analysis; and the results of the review, audit, or analysis) and any corrective action plans developed in response to such reviews, audits, or analyses;

5. A report of the aggregate Overpayments that have been returned to the Federal health care programs. Overpayment amounts shall be broken down into the following categories: inpatient Medicare, outpatient Medicare, Medicaid (report each state separately, if applicable), and other Federal health care programs. Overpayment amounts that are routinely reconciled or adjusted pursuant to policies and procedures established by the payor do not need to be included in this aggregate Overpayment report; and

6. A certification by the Regional Compliance Officer that: (a) to the best of his or her knowledge, except as otherwise described in the Annual Report, WAMC is in compliance with the requirements of this Section II; and (b) he or she has reviewed the Annual Report and has made reasonable inquiry regarding its content and believes that the information in the Annual Report is accurate and truthful.

The first Annual Report shall be received by OIG no later than 60 days after the end of the first Reporting Period. Subsequent Annual Reports shall be received by OIG no later than the anniversary date of the due date of the first Annual Report.

F. Notifications and Submission of Annual Reports. Unless otherwise specified in writing after the Effective Date, all notifications and Annual Reports required under this CCA shall be submitted to the following addresses:

OIG: Administrative and Civil Remedies Branch  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services  
Cohen Building, Room 5527  
330 Independence Avenue, S.W.  
Washington, DC 20201  
Telephone: 202-619-2078  
Facsimile: 202-205-0604

WAMC: West Anaheim Medical Center  
C/o Vanguard Health Systems, Inc.  
Attn.: Ron Soltman, General Counsel  
20 Burton Hills Road, Suite 100  
Nashville, TN 37215  
Telephone: 615/665-6006  
Facsimile: 615/665-6197

Unless otherwise specified, all notifications and reports required by this CCA may be made by certified mail, overnight mail, hand delivery, or other means, provided that there is proof that such report or notification was received. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt.

G. OIG Inspection, Audit, and Review Rights. In addition to any other rights OIG may have by statute, regulation, or contract, OIG or its duly authorized representative(s) may examine or request copies of WAMC's books, records, and other documents and supporting materials and/or conduct on-site reviews of any of WAMC's locations for the purpose of verifying and evaluating: (a) WAMC's compliance with the terms of this CCA; and (b) WAMC's compliance with the requirements of the Federal health care programs in which it participates. The documentation described above shall be made available by WAMC to OIG or its duly authorized representative(s) at all reasonable times for inspection, audit, or reproduction. Furthermore, for purposes of this provision, OIG or its duly authorized representative(s) may interview any of WAMC's employees, contractors, or agents who consent to be interviewed at the individual's place of business during normal business hours or at such other place and time as may be mutually agreed upon between the individual and OIG. WAMC shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. WAMC's employees may elect to be interviewed with or without a representative of WAMC present or decline the interview.

H. Document and Record Retention. WAMC shall maintain for inspection all documents and records relating to reimbursement from the Federal health care programs, or to compliance with this CCA, for four years (or longer if otherwise required by law).

### III. BREACH AND DEFAULT PROVISIONS

WAMC is expected to fully and timely comply with all of the Integrity Requirements set forth in this CCA.

A. Stipulated Penalties for Failure to Comply with Certain Obligations. As a contractual remedy, WAMC and OIG hereby agree that failure to comply with the Integrity Requirements set forth in this CCA may lead to the imposition of the following monetary penalties (hereinafter referred to as "Stipulated Penalties") in accordance with the following provisions.

1. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day WAMC fails to establish and implement any of the following compliance program elements as described in Section II and the Declaration attached to this CCA as Appendix A:

- a. a Compliance Officer;
- b. a Compliance Committee;
- c. a written Code of Conduct;
- d. written Corporate Compliance Manual and Policies and Procedures;
- e. the annual training of officers, directors, and employees, including employed physicians, and the availability of annual training for medical staff;
- f. a compliance department that performs periodic reviews to monitor WAMC's compliance with Federal health care program requirements;
- g. a Disclosure Program;
- h. Ineligible Persons screening and removal requirements; and
- i. notification of government investigations and legal proceedings pursuant to Section II.D.

2. A Stipulated Penalty of \$2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day WAMC fails to submit the Annual Reports to OIG in accordance with the requirements of Section II.E by the stated deadlines for submission.

3. A Stipulated Penalty of \$1,500 for each day WAMC fails to grant access to the information or documentation as requested pursuant to Section II.G of this CCA. (This Stipulated Penalty shall begin to accrue on the date WAMC fails to grant access.)

4. A Stipulated Penalty of \$5,000 for each false certification submitted by or on behalf of WAMC as part of its Annual Reports or otherwise required by this CCA.

5. A Stipulated Penalty of \$1,000 for each day WAMC fails to comply fully and adequately with any Integrity Requirements in Section II of this CCA. OIG shall provide notice to WAMC, stating the specific grounds for its determination that WAMC has failed to comply fully and adequately with the Integrity Requirement(s) at issue and steps WAMC shall take to comply with the Integrity Requirements of this CCA. (This Stipulated Penalty shall begin to accrue 10 days after WAMC receives notice from OIG of the failure to comply.) A Stipulated Penalty as described in this Subsection shall not be demanded for any violation for which OIG has sought a Stipulated Penalty under Subsections 1-4 of this Section III.A.

B. Timely Written Requests for Extensions. WAMC may, in advance of the due date, submit a timely written request for an extension of time to perform any act or file any notification or report required by this CCA. Notwithstanding any other provision in this Section, if OIG grants the timely written request with respect to an act, notification, or report, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until one day after WAMC fails to meet the revised deadline set by OIG. Notwithstanding any other provision in this Section, if OIG denies such a timely written request, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until three business days after WAMC receives OIG's written denial of such request or the original due date, whichever is later. A "timely written request" is defined as a request in writing received by OIG at least five business days prior to the date by which any act is due to be performed or any notification or report is due to be filed.

C. Payment of Stipulated Penalties.

1. *Demand Letter*. Upon a finding that WAMC has failed to comply with any of the obligations described in Section III.A and after determining that Stipulated Penalties are appropriate, OIG shall notify WAMC of: (a) WAMC's failure to comply; and (b) OIG's exercise of its contractual right to demand payment of the Stipulated Penalties (this notification is referred to as the "Demand Letter").

2. *Response to Demand Letter*. Within 10 days after the receipt of the Demand Letter, WAMC shall either: (a) cure the breach to OIG's satisfaction and pay the applicable Stipulated Penalties; or (b) request a hearing before an HHS administrative law

judge (ALJ) to dispute OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Section III.E. In the event WAMC elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until WAMC cures, to OIG's satisfaction, the alleged breach in dispute. Failure to respond to the Demand Letter in one of these two manners within the allowed time period shall be considered a material breach of this CCA and shall be grounds for exclusion under Section III.D.

3. *Form of Payment.* Payment of the Stipulated Penalties shall be made by certified or cashier's check, payable to: "Secretary of the Department of Health and Human Services," and submitted to OIG at the address set forth in Section II.F.

4. *Independence from Material Breach Determination.* Except as set forth in Section III.D.1.c, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for OIG's decision that WAMC has materially breached this CCA, which decision shall be made at OIG's discretion and shall be governed by the provisions in Section III.D, below.

D. Exclusion for Material Breach of this CCA.

1. *Definition of Material Breach.* A material breach of this CCA means:

- a. a failure by WAMC to report a Reportable Event, take corrective action, and make the appropriate refunds, as required in Section II.C;
- b. a repeated or flagrant violation of the obligations under this CCA, including, but not limited to, the obligations addressed in Section III.A; or
- c. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with Section III.C.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CCA by WAMC constitutes an independent basis for WAMC's exclusion from participation in the Federal health care programs. Upon a determination by OIG that WAMC has materially breached this CCA and that exclusion is the appropriate remedy, OIG shall notify WAMC of: (a) WAMC's material breach; and (b) OIG's intent to exercise its contractual right to impose exclusion (this notification is referred to as the "Notice of Material Breach and Intent to Exclude").



3. *Opportunity to Cure.* WAMC shall have 30 days from the date of receipt of the Notice of Material Breach and Intent to Exclude to demonstrate to OIG's satisfaction that:

- a. WAMC is in compliance with the requirements of the CCA cited by OIG as being the basis for the material breach;
- b. the alleged material breach has been cured; or
- c. the alleged material breach cannot be cured within the 30-day period, but that: (i) WAMC has begun to take action to cure the material breach; (ii) WAMC is pursuing such action with due diligence; and (iii) WAMC has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30-day period, WAMC fails to satisfy the requirements of Section III.D.3, OIG may exclude WAMC from participation in the Federal health care programs. OIG shall notify WAMC in writing of its determination to exclude WAMC (this letter shall be referred to as the "Exclusion Letter"). Subject to the Dispute Resolution provisions in Section III.E, below, the exclusion shall go into effect 30 days after the date of WAMC's receipt of the Exclusion Letter. The exclusion shall have national effect and shall also apply to all other Federal procurement and nonprocurement programs. Any such exclusion shall only be applicable to WAMC, its assigns, successors, or transferees, and not to any other health care facility owned or operated by VHS. Reinstatement to program participation is not automatic. After the end of the period of exclusion, WAMC may apply for reinstatement by submitting a written request for reinstatement in accordance with the provisions at 42 C.F.R. §§ 1001.3001-.3004.

## E. Dispute Resolution.

1. *Review Rights.* Upon OIG's delivery to WAMC of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this CCA, WAMC shall be afforded certain review rights comparable to the ones that are provided in 42 U.S.C. §1320a-7(f) and 42 C.F.R. Part 1005 as if they applied to the Stipulated Penalties or exclusion sought pursuant to this CCA. Specifically, OIG's determination to demand payment of Stipulated Penalties or to seek exclusion shall be subject to review by an HHS ALJ and, in the event of an appeal, the HHS Departmental Appeals Board (DAB), in a manner consistent with the provisions in 42 C.F.R. §§ 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing involving Stipulated Penalties shall be made within 10 days after receipt of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days after receipt of the Exclusion Letter.

2. *Stipulated Penalties Review.* Notwithstanding any provision of Title 42 of the United States Code or Title 42 of the Code of Federal Regulations, the only issues in a proceeding for Stipulated Penalties under this CCA shall be: (a) whether WAMC was in full and timely compliance with the requirements of this CCA for which OIG demands payment; and (b) the period of noncompliance. WAMC shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. OIG shall not have the right to appeal to the DAB an adverse ALJ decision related to Stipulated Penalties. If the ALJ agrees with OIG with regard to a finding of a breach of this CCA and orders WAMC to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless WAMC requests review of the ALJ decision by the DAB. If the ALJ decision is properly appealed to the DAB and the DAB upholds the determination of OIG, the Stipulated Penalties shall become due and payable 20 days after the DAB issues its decision.

3. *Exclusion Review.* Notwithstanding any provision of Title 42 of the United States Code or Title 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based on a material breach of this CCA shall be:

- a. whether WAMC was in material breach of this CCA;
- b. whether such breach was continuing on the date of the Exclusion Letter; and

c. whether the alleged material breach could not have been cured within the 30-day period, but that: (i) WAMC had begun to take action to cure the material breach within that period; (ii) WAMC has pursued and is pursuing such action with due diligence; and (iii) WAMC provided to OIG within that period a reasonable timetable for curing the material breach and WAMC has followed the timetable.

For purposes of the exclusion herein, exclusion shall take effect only after an ALJ decision favorable to OIG, or, if the ALJ rules for WAMC, only after a DAB decision in favor of OIG. WAMC's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude WAMC upon the issuance of an ALJ's decision in favor of OIG. If the ALJ sustains the determination of OIG and determines that exclusion is authorized, such exclusion shall take effect 20 days after the ALJ issues such a decision, notwithstanding that WAMC may request review of the ALJ decision by the DAB. If the DAB finds in favor of OIG after an ALJ decision adverse to OIG, the exclusion shall take effect 20 days after the DAB decision. WAMC shall waive its right to any notice of such an exclusion if a decision upholding the exclusion is rendered by the ALJ or DAB. If the DAB finds in favor of WAMC, WAMC shall be reinstated effective on the date of the original exclusion.

4. *Finality of Decision.* The review by an ALJ or DAB provided for above shall not be considered to be an appeal right arising under any statutes or regulations. Consequently, the parties to this CCA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under this CCA.

#### **IV. EFFECTIVE AND BINDING AGREEMENT**

WAMC and OIG agree as follows:

A. This CCA shall be binding on the successors, assigns, and transferees of WAMC;

B. This CCA shall become final and binding on the date the final signature is obtained on the CCA;

C. Any modifications to this CCA shall be made with the prior written consent of the parties to this CCA;

D. OIG may agree to a suspension of WAMC's obligations under this CCA in the event of WAMC's cessation of participation in Federal health care programs. If WAMC withdraws from participation in Federal health care programs and is relieved of its CCA obligations by OIG, WAMC shall notify OIG at least 30 days in advance of WAMC's intent to reapply as a participating provider or supplier with any Federal health care program. Upon receipt of such notification, OIG shall evaluate whether the CCA should be reactivated or modified.

E. The undersigned WAMC signatories represent and warrant that they are authorized to execute this CCA. The undersigned OIG signatory represents that he is signing this CCA in his official capacity and that he is authorized to execute this CCA.

F. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

**ON BEHALF OF VHS OF ANAHEIM, INC.**



\_\_\_\_\_  
VIRGIS NARBUTAS  
Chief Executive Officer  
VHS of Anaheim, Inc.  
d/b/a West Anaheim Medical Center

April 14, 2006  
\_\_\_\_\_  
DATE

**ON BEHALF OF THE OFFICE OF INSPECTOR GENERAL  
OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**



\_\_\_\_\_  
GREGORY E. DEMSKE  
Assistant Inspector General for Legal Affairs  
Office of Inspector General  
United States Department of Health and Human Services

4/17/06  
\_\_\_\_\_  
DATE

## DECLARATION

The declarant is currently the Chief Executive Officer of VHS of Anaheim, Inc., d/b/a West Anaheim Medical Center ("WAMC"). The declarant is authorized to sign contracts on behalf of WAMC and has personal knowledge of the facts stated herein. The following describes the compliance program (the "Program") currently in place for WAMC. Vanguard Health Systems, Inc. ("VHS"), a multi-facility hospital management company with headquarters in Nashville, TN, is the corporate parent of WAMC and the Program is part of VHS' Compliance Program for all of its hospitals.

1. The annual budget for the Program is attached hereto as Exhibit 1 and WAMC shall sustain, at a minimum, the levels of funding reflected therein for three years subsequent to the Effective Date.
2. The Program includes a VHS Chief Compliance Officer who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with Federal health care program requirements at all VHS healthcare facilities (including WAMC) and a Regional Compliance Officer. The Regional Compliance Officer acts as the Compliance Officer for WAMC and two other, smaller VHS hospitals in California and shares such implementation duties with the VHS Chief Compliance Officer at these three hospitals located in California. The Regional Compliance Officer is responsible for monitoring the day-to-day compliance activities of WAMC and is directed by the VHS Chief Compliance Officer to spend at least 50% of working efforts on compliance matters related to WAMC. The Regional Compliance Officer reports directly to the VHS Chief Compliance Officer. The VHS Chief Compliance Officer is a member of senior management of VHS and reports jointly to the VHS Chief Executive Officer and the VHS Board of Directors. The VHS Chief Compliance Officer makes periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors of VHS, and is authorized to report on such matters to the Board of Directors of VHS and of WAMC at any time.
3. The Program includes a VHS Compliance Committee chaired by the VHS Chief Compliance Officer and made up of the following senior management: VHS' Chief Executive Officer, Chief Operating Officer, Vice Chairman, Chief Financial Officer, Chief Medical Officer, and Chief Legal Officer.

4. WAMC has in place the VHS Code of Business Conduct and the VHS Corporate Compliance Manual (collectively, "Code of Conduct"). These include: (a) WAMC's commitment to full compliance with all Federal health care program requirements, including its commitment to prepare and submit accurate claims and to have financial relationships with its medical staff that are consistent with such requirements; (b) WAMC's requirement that all of its personnel are expected to comply with all Federal health care program requirements and with the Policies and Procedures described in Paragraph 5 below; (c) the requirement that all of WAMC's personnel are expected to report to the VHS Chief Compliance Officer or the Regional Compliance Officer or other appropriate individual designated by WAMC suspected violations of any Federal health care program requirements or of WAMC's own Policies and Procedures; (d) the possible consequences to both WAMC and its personnel of the failure to comply with Federal health care program requirements and with WAMC's own Policies and Procedures, and the failure to report such noncompliance; and (e) the right of WAMC's personnel to use the Disclosure Program described in Paragraph 8 below, WAMC's commitment to nonretaliation, and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures. Each (i) officer, director, and employee of WAMC; and (ii) contractor, subcontractor, or other agent who provides patient care (other than medical staff members) or who performs billing or coding functions on behalf of WAMC is required to certify in writing that he or she has received, read, understood, and will abide by the Code of Conduct.<sup>1</sup> In addition, WAMC shall provide its Code of Conduct to all of its active medical staff and request each of them to acknowledge in writing that he or she has received the Code of Conduct.
5. WAMC has in place the VHS Policies and Procedures regarding the operation of the Program and WAMC's compliance with Federal health care program requirements. The Policies and Procedures are made available to all relevant WAMC personnel. At least annually (and more frequently, if appropriate), the VHS Corporate Compliance Committee reviews and updates as necessary its Policies and Procedures and, if revisions are made, makes available the relevant portions of any revised Policies and Procedures to all WAMC personnel whose job functions relate to the revised Policies and Procedures.
6. WAMC has in place an annual training program that requires each (i) officer, director, and employee; and (ii) contractor, subcontractor, or other agent who

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<sup>1</sup> The Certification related to the Code of Conduct is not required for part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than 160 hours per year. Such individuals are required to make the appropriate certification at the point when they work more than 160 hours during the calendar year.

provides patient care (other than medical staff members) or who performs billing or coding functions on behalf of WAMC to attend at least one hour of annual compliance training that addresses WAMC's Code of Conduct and the operation of the Program.<sup>2</sup> In addition, WAMC will use its best efforts to encourage all of its active medical staff to attend at least one hour of the annual compliance training described above. WAMC's annual training program also requires additional hours of training for each employee, contractor, subcontractor, or other agent who performs billing, coding, or claims preparation functions on behalf of WAMC. Such additional training addresses: (a) the Federal health care program requirements regarding the accurate coding and submission of claims; (b) policies, procedures, and other requirements applicable to the documentation of medical records; (c) the personal obligation of each individual involved in the claims submission process to ensure that such claims are accurate; (d) applicable reimbursement statutes, regulations, and program requirements and directives; (e) appropriate financial arrangements; (f) the legal sanctions for violations of Federal health care program requirements; and (g) examples of proper and improper claims submission practices. WAMC maintains written or electronic records that identify the type of annual training provided, the date(s) of the training, and the attendees. Persons providing the training are knowledgeable about the subject area. The VHS Corporate Compliance Department reviews the training content on an annual basis and, as appropriate, updates the training to reflect changes in Federal health care program requirements and/or any issues discovered during the internal audits described in Paragraph 7 below.

7. The VHS Corporate Compliance Department, in accordance with the Program, performs periodic reviews at WAMC to monitor WAMC's compliance with Federal health care program requirements, including focused reviews relating to specific risk areas identified by the OIG and/or through the Program. The VHS Corporate Compliance Department along with the VHS Corporate Health Information Management Department has 14.5 full-time equivalent qualified employees who have been assigned to review WAMC's (and the other VHS facilities') compliance with Federal health care program requirements. One Regional Compliance Officer is assigned to review WAMC's (and two other VHS facilities') compliance with Federal health care program requirements. In addition, the compliance policies and procedures WAMC follows require that any financial agreement between WAMC and any member of its medical staff, including each physician lease arrangement, be reviewed and approved by an

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<sup>2</sup> The compliance training is not required for part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than 160 hours per year. Such individuals are required to receive the compliance training, however, at the point when they work more than 160 hours during the calendar year.



attorney in the VHS Corporate Legal Department (which has a staff of 5.8 full time equivalent qualified and trained health care attorneys) for compliance with Federal health care program requirements prior to execution or written renewal.

All current written agreements in respect of any financial arrangement between WAMC and any member of its medical staff, including each physician lease arrangement, are loaded onto a computerized VHS-wide filing and software system, and notice of pending expiration of all such agreements is provided by the VHS Manager, Physician Contract Compliance, who works in the VHS Corporate Compliance Department, both (1) to the WAMC Chief Executive Officer (CEO), the WAMC Chief Financial Officer, the VHS California Market President, the VHS California Market Chief Financial Officer, and the VHS Regional Compliance Officer, and (2) to the VHS Corporate President and Chief Operating Officer, the VHS Corporate Compliance Officer, the VHS Corporate General Counsel and the Corporate Vice President-Physician Services, approximately ninety (90) days in advance of the expiration date of each contract with a physician. Follow up notices of the pending expirations are provided to these same individuals at sixty (60) and thirty (30) days prior to expiration.

8. WAMC is subject to an annual audit of all of its physician arrangements performed jointly by the VHS Compliance and Legal Departments, pursuant to which audit: (1) the WAMC CEO must first report in writing all of WAMC's financial arrangements with physicians to the Chief Compliance Officer and General Counsel (such report must be certified in writing by the WAMC CEO as showing all such financial arrangements with physicians and such report to include, without limitation, any then overdue rent payments from physicians and all leases with physicians which may be terminated but where the physician still remains in possession of the premises); and (2) the WAMC CEO is interviewed in person in respect of the contents of such WAMC report by the VHS Chief Compliance Officer and General Counsel.

From May 2002 until March 2006 when it sold substantially all of its medical office buildings, WAMC contracted with California Commercial Real Estate Services ("California Commercial"), a commercial real estate management firm, to provide general management and oversight of the medical office buildings at WAMC. As set forth in the Management Agreement previously provided to the OIG, California Commercial was responsible under the Management Agreement for preparation of new leases, rent collection, renewals of existing leases, and preparation of an annual market study of commercial rent values. This market study analyzed comparable commercial rental properties in the vicinity which provided the basis for determining the

fair market values for rental of the WAMC medical office buildings. WAMC based the rental amount per square foot in its medical office buildings for physician leases on these market studies in accordance with VHS policies and procedures. On March 8, 2006 WAMC sold substantially all of its medical office buildings to Jamison Properties, Inc. and terminated its Management Agreement with California Commercial. As a result of the sale, WAMC currently controls only one single tenant medical office building, a 2,560 square foot medical suite with the address of 601 S. Beach Boulevard, Anaheim, CA.

9. The VHS Corporate Compliance Department maintains a Disclosure Program that includes a mechanism to enable individuals related to WAMC to disclose, to the VHS Chief Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with WAMC's policies, conduct, practices, or procedures with respect to a Federal health care program believed by the individual to be a potential violation of criminal, civil, or administrative law. The VHS Corporate Compliance Department publicizes the existence of the disclosure mechanism to all WAMC personnel.

The Disclosure Program emphasizes a nonretribution, nonretaliation policy, and includes a reporting mechanism for anonymous communications for which appropriate confidentiality is maintained. Each disclosure is reviewed by the VHS Chief Compliance Officer, who either investigates the disclosure or refers the disclosure to the relevant department or manager for follow up and any appropriate corrective action.

The VHS Chief Compliance Officer (or designee) maintains a disclosure log, which includes a record and summary of each disclosure received (whether anonymous or not), the status of the Corporate Compliance Department's or WAMC's internal review of the allegations, and any corrective action taken in response to the internal review.

10. VHS has in place a policy and procedure applicable to WAMC requiring WAMC to screen all prospective officers, directors, employees, contractors, medical staff, and agents to ensure that they are not Ineligible Persons<sup>3</sup> by:
  - (a) requiring such persons to disclose whether they are an Ineligible Person;

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<sup>3</sup> An "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a- 7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

directors, employees, contractors, medical staff, and agents to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

VHS also has a policy in place applicable to WAMC providing that, if WAMC has actual notice that an owner, officer, director, employee, contractor, medical staff, or agent has become an Ineligible Person, WAMC will remove such person from responsibility for, or involvement with, WAMC's business operations related to the Federal health care programs and will remove such person from any position for which the person's compensation or items or services furnished, ordered, or prescribed by the person are paid in whole or in part, directly or indirectly, by Federal health care programs or otherwise with Federal funds, at least until such time as the person is reinstated into participation in the Federal health care programs. (Nothing in this Declaration affects the responsibility of WAMC to refrain from billing Federal health care programs for items or services furnished, ordered, or prescribed by excluded individuals or WAMC's liability for overpayments received by WAMC as a result of billing any Federal health care program for such items or services.).

The undersigned signatory represents and warrants that he is authorized to execute this declaration on behalf of WAMC.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on this 14<sup>th</sup> day of April 2006.



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VIRGIS NARBUTAS  
Chief Executive Officer  
VHS of Anaheim, Inc.,  
d/b/a West Anaheim Medical Center

