

## Miller, Debbie

---

**From:** Slavin, Ellen E (OIG/OCIG) <ellen.slavin@oig.hhs.gov>  
**Sent:** Monday, June 11, 2018 10:05 AM  
**To:** Miller, Debbie  
**Subject:** RE: Settlement Agreement6-05-18.pdf  
**Attachments:** LSU Health Shreveport Wire Transfer Instructions.pdf; LSU Health Sciences Center Shreveport Settlement Agreement(fully executed).pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**\*EXTERNAL EMAIL: EVALUATE\***

Good morning!

I have attached a copy of the fully executed agreement and the wire transfer instructions here. Please let me know if you have any questions. Also, please send me confirmation of the wire transfer once completed.

Thanks very much,

Ellen E. Slavin  
Senior Counsel  
Office of Counsel to the Inspector General  
Department of Health and Human Services  
1919 Smith Street, Suite 1150  
Houston, TX 77002  
Tel: (713) 276-1515  
[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)

*CAUTION: This message may contain information protected by the attorney client, attorney work product, deliberative process, or other privilege, or may be protected by federal confidentiality laws. Do not disseminate without approval of the Office of Counsel to the Inspector General.*

**From:** Miller, Debbie <[DMille@lsuhsc.edu](mailto:DMille@lsuhsc.edu)>  
**Sent:** Tuesday, June 5, 2018 12:47 PM  
**To:** Slavin, Ellen E (OIG/OCIG) <[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)>  
**Subject:** Settlement Agreement6-05-18.pdf

Hi Ms. Slavin,

Here is the signed settlement agreement for the LSU Health Sciences Center Shreveport's voluntary disclosure for Neurosurgery Concurrent Surgeries.  
I apologize for the length of time it took us to return the signed document but the LSU attorney was out of the country for 2 weeks and then the chancellor was out.  
Please let me know if you need anything else.

Thanks,  
Debbie Miller

*Debbie Hall Miller, BS.N, MSHA, CPE*

LSU Health Shreveport/LSU Health Shreveport FGP  
Compliance/Privacy Officer  
Phone: (318) 675-8502  
Email: [dmilie@lsuhsc.edu](mailto:dmilie@lsuhsc.edu)



## Payment Submission Instructions

### WIRE INSTRUCTIONS:

To wire funds to CMS, please provide your financial institution with the following information. All of this information must be included in the wire instructions sent forward to the New York Federal Reserve Bank.

Subtype/Type Code – 10 00

Amount – \$732,854.40 pursuant to Louisiana State University (LSU) Health Sciences Center Shreveport (LSU Health Shreveport) Settlement Agreement

Sending Bank Routing Number - **Fill in**

Receiver Financial Institution (Routing Number for Treasury NYC) – 021 030 004

Receiver Name – Treasury NYC

Receiving Institution Name: Federal Reserve Bank of New York

Receiving Institution Address: 33 Liberty Street, New York, NY 10045

Beneficiary Account Number (CMS Agency Location Code) – 75050080

Beneficiary Name – Centers for Medicare & Medicaid Services (CMS)

Beneficiary Physical Address: 7500 Security Blvd., Baltimore, MD 21244

CMS tax ID number – 52-0883104

Optional Field Remarks – **It is necessary for you to include in the remarks section that the payment is related to an OIG CMP settlement**

Federal Reserve Assistance Number – (212) 720-6130

The Subtype/Type Code is a standard wire code. Please use 10 00 as directed.

The amount is the total amount of the wire transfer.

The sending bank routing number should be provided by the financial institution.

Receiver Financial Institution is the ABA number of the Federal Reserve Bank of New York.

Receiving Institution is the Federal Reserve Bank of New York.

Beneficiary (Agency Location Code) is the CMS identification code.

## **SETTLEMENT AGREEMENT**

### **I. Recitals**

1. **Parties.** The Parties to this Settlement Agreement (Agreement) are the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS), and LSU Health Sciences Center Shreveport (Respondent). OIG and Respondent shall hereafter collectively be referred to as the "Parties."

2. **Factual Background and Covered Conduct.** On June 2, 2017, Respondent made a submission pursuant to OIG's Self Disclosure Protocol (Protocol), and OIG accepted Respondent into the Protocol on July 24, 2017. The OIG contends that Respondent knowingly presented to Medicare, Tricare, and VA claims for items or services that Respondent knew or should have known were not provided as claimed and were false or fraudulent. Specifically, the OIG contends that, in certain cases of three or more concurrent neurosurgical procedures performed at University Hospital Shreveport during the period November 1, 2011 through January 3, 2017, Respondent submitted claims for physician services by teaching surgeons when those services were supervisory services to the hospital rather than a physician service to individual patients. The OIG contends that the conduct described in this Paragraph (hereinafter referred to as the "Covered Conduct") subjects Respondent to civil monetary penalties, assessments, and exclusion under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7).

3. **No Admission or Concession.** This Agreement is neither an admission of liability by Respondent nor a concession by the OIG that its claims are not well-founded.

4. **Intention of Parties to Effect Settlement.** In order to avoid the uncertainty and expense of litigation, the Parties agree to resolve this matter according to the Terms and Conditions below.

### **II. Terms and Conditions**

5. **Payment.** Respondent agrees to pay to OIG \$732,854.40 (Settlement Amount), of which \$441,129.61 is restitution. This payment shall be made via wire transfer to the United States Department of Health and Human Services according to written instructions provided by OIG. Respondent shall make full payment no later than three business days after the Effective Date.

6. **Release by the OIG.** In consideration of the obligations of Respondent under this Agreement and conditioned upon Respondent's full payment of the Settlement Amount, the OIG releases Respondent from any claims or causes of action it may have

against Respondent under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7) for the Covered Conduct. The OIG and HHS do not agree to waive any rights, obligations, or causes of action other than those specifically referred to in this Paragraph. This release is applicable only to the Respondent and is not applicable in any manner to any other individual, partnership, corporation, or entity.

7. Agreement by Released Parties. Respondent shall not contest the Settlement Amount or any other term of this Agreement in any federal, state, or administrative forum. Respondent waives all procedural rights granted under the exclusion statute (42 U.S.C. § 1320a-7), the CMPL (42 U.S.C. § 1320a-7a) and related regulations (42 C.F.R. Part 1003), and HHS claims collection regulations (45 C.F.R. Part 30), including, but not limited to, notice, hearing, and appeal with respect to the Settlement Amount.

8. Reservation of Claims. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Respondent) are the following:

- a. Any criminal, civil, or administrative claims arising under Title 26 U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct.

9. Binding on Successors. This Agreement is binding on Respondent and its successors, heirs, transferees, and assigns.

10. Costs. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

11. No Additional Releases. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any claims against any other person or entity, except as provided in paragraph 12.

12. Claims Against Beneficiaries. Respondent waives and shall not seek payment, including copay and deductible amounts, for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

13. Effect of Agreement. This Agreement constitutes the complete agreement between the Parties. All material representations, understandings, and promises of the Parties are contained in this Agreement. Any modifications to this Agreement shall be set forth in writing and signed by all Parties. Respondent represents that this Agreement is entered into with advice of counsel and knowledge of the events described herein. Respondent further represents that this Agreement is voluntarily entered into in order to avoid litigation, without any degree of duress or compulsion.

14. Effective Date. The Effective Date of this Agreement shall be the date of signing by the last signatory.

15. Disclosure. Respondent consents to the OIG's disclosure of this Agreement, and information about this Agreement, to the public.

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

17. Authorizations. The individuals signing this Agreement on behalf of the Respondent represent and warrant that they are authorized by Respondent to execute this Agreement. The individuals signing this Agreement on behalf of the OIG represent and warrant that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

**RESPONDENT**

\_\_\_\_\_  
GHALI E. GHALI, M.D.  
Chancellor and Dean  
LSU Health Sciences Center Shreveport

\_\_\_\_\_  
Date

**FOR THE OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Olisa M Re  
\_\_\_\_\_  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

6/8/2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
ELLEN E. SLAVIN  
Senior Counsel  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date

RESPONDENT



\_\_\_\_\_  
GHALI E. GHALI, M.D.  
Chancellor and Dean  
LSU Health Sciences Center Shreveport

6/5/2018  
Date

**FOR THE OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

\_\_\_\_\_  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
ELLEN E. SLAVIN  
Senior Counsel  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date



**RESPONDENT**


\_\_\_\_\_  
GHALI E. GHALI, M.D.  
Chancellor and Dean  
LSU Health Sciences Center Shreveport

\_\_\_\_\_  
Date

**FOR THE OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

\_\_\_\_\_  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ELLEN E. SLAVIN  
Senior Counsel  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

  
\_\_\_\_\_  
Date

## Miller, Debbie

---

**From:** Slavin, Ellen E (OIG/OCIG) <ellen.slavin@oig.hhs.gov>  
**Sent:** Wednesday, June 13, 2018 3:34 PM  
**To:** Miller, Debbie  
**Subject:** RE: Settlement Agreement6-05-18.pdf

**\*EXTERNAL EMAIL: EVALUATE\***

Thanks very much! I enjoyed working with you to resolve this matter.

Take care,

Ellen E. Slavin  
Senior Counsel  
Office of Counsel to the Inspector General  
Department of Health and Human Services  
1919 Smith Street, Suite 1150  
Houston, TX 77002  
Tel: (713) 276-1515  
[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)

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**From:** Miller, Debbie <[DMille@lsuhsc.edu](mailto:DMille@lsuhsc.edu)>  
**Sent:** Wednesday, June 13, 2018 3:17 PM  
**To:** Slavin, Ellen E (OIG/OCIG) <[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)>  
**Subject:** RE: Settlement Agreement6-05-18.pdf

Hi Ms. Slavin,

The wire transfer has been completed. If you need anything else please let me know.  
Thank you for all your help with this process.

Thanks,  
Debbie

*Debbie Hall Miller, BSN, MSHA, CNE*  
LSU Health Shreveport/LSU Health Shreveport FGP  
Compliance/Privacy Officer  
Phone: (318) 675-8502  
Email: [dmille@lsuhsc.edu](mailto:dmille@lsuhsc.edu)



---

**From:** Slavin, Ellen E (OIG/OCIG) [<mailto:ellen.slavin@oig.hhs.gov>]  
**Sent:** Monday, June 11, 2018 10:05 AM  
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**Subject:** RE: Settlement Agreement6-05-18.pdf

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Thanks,  
Debbie Miller

*Debbie Hall Miller, BSN, MSHA, CPE*  
LSU Health Shreveport/LSU Health Shreveport FGP  
Compliance/Privacy Officer  
Phone: (318) 675-8502  
Email: [dmille@lsuhsc.edu](mailto:dmille@lsuhsc.edu)

**Miller, Debbie**

---

**From:** Miller, Debbie  
**Sent:** Wednesday, June 20, 2018 7:58 AM  
**To:** Ghali, Ghali; Townsend, Roxane A.  
**Cc:** Bellar, Jerelyn  
**Subject:** FW: Settlement Agreement6-05-18.pdf  
**Attachments:** LSU Health Sciences Center Shreveport Settlement Agreement(fully executed).pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Here is the fully executed OIG settlement document.

Thanks,  
Debbie

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## SETTLEMENT AGREEMENT

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**RESPONDENT**

\_\_\_\_\_  
GHALI E. GHALI, M.D.  
Chancellor and Dean  
LSU Health Sciences Center Shreveport

\_\_\_\_\_  
Date

**FOR THE OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Olisa M Re  
\_\_\_\_\_  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

6/8/2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
ELLEN E. SLAVIN  
Senior Counsel  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date



RESPONDENT



\_\_\_\_\_  
GHALI E. GHALI, M.D.  
Chancellor and Dean  
LSU Health Sciences Center Shreveport

6/5/2018  
Date

**FOR THE OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

\_\_\_\_\_  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
ELLEN E. SLAVIN  
Senior Counsel  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date

RESPONDENT


\_\_\_\_\_  
GHALI E. GHALI, M.D.  
Chancellor and Dean  
LSU Health Sciences Center Shreveport

\_\_\_\_\_  
Date

FOR THE OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

\_\_\_\_\_  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ELLEN E. SLAVIN  
Senior Counsel  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

  
\_\_\_\_\_  
Date



Domestic Wire Transfer Request/Authorization

Originator/Payment By:

NAME: LSU Health Sciences Center [Redacted] 1/14/2022  
 STREET ADDRESS: 1501 Kings Hwy  
 CITY/STATE/ZIP: Shreveport, La 71103  
 ACCOUNT TYPE: Checking  
 DATE OF BIRTH: 1/14/1966

Transfer Instructions:

WIRE AMOUNT: \$ 732,854.40  
 TARGET BANK NAME: Treas NYC/Funds Transfer Division  
 TARGET BANK CITY, STATE: Washington, DC [Redacted]  
 BENEFICIARY BANK NAME: Centers for Medicare: Medicaid  
 BENEFICIARY BANK CITY, STATE: 7500 Security Blvd  
 BENEFICIARY BANK ACCOUNT NUMBER: [Redacted]  
 BENEFICIARY'S NAME: [Redacted]  
 BENEFICIARY'S ADDRESS: Baltimore, MD 21244  
 BENEFICIARY'S CITY, STATE, ZIP, OR COUNTRY: Baltimore, MD 21244  
 Originator to Beneficiary Information (optional): Payment related to OIG  
CMP Settlement  
 Bank to Bank Information (optional):  
 Purpose:

By signing below, Originator authorizes Regions Bank to effect the Funds Transfer described on this request and agrees to be bound by the terms and conditions of the Funds Transfer Agreement set forth on the reverse side hereof. Originator certifies that the information contained in this request is correct.

  
 AUTHORIZED SIGNATURE  
LSUHSC-Shreveport  
 NAME OF CORPORATION/PARTNERSHIP

  
 BANK AUTHORIZED SIGNATURE  
  
 APPROVING BANK OFFICER

Steven McAlister  
 BY: SIGNATORY REPRESENTATIVE NAME (PRINTED)  
Associate Director of Accounting  
 TITLE

Request Date: 6/13/2018 Wire fee: \$ 25.00 Wire Sequence Number: [Redacted]

Prepared By: Jessica Thompson Branch: 001 4100 Shv Main

Additional charges may apply for notification services. Notification services are only available to customers that have entered into a separate funds transfer agreement with the Regions Money Transfer Department.

Thank you for banking with Regions!



Transaction Details List View | Last 7 Days

Post Date	Status	Account Name	Transaction Detail	Transaction Description	Amount	Debit/Credit	Bank Reference	Customer Reference	Image	
06/13/2018	Cleared	Shreveport General Fd	Outgoing FED Wire TRN FED MAD [REDACTED]	OUTGOING MONEY TRANSFER	-732,854.40	Debit	18164013613752	2016061300007474	N	
			From Name							
			:IS U HEALTH SCIENCES CENTER							
			From Address							
			:1501 KINGS HWY							
			:SHREVEPORT LA 71103							
			Beneficiary Bank							
			Beneficiary Bank Name							
			:TREAS NYC/FUNDS TRANSFER DIVISION							
			:WASHINGTON, DC							
			Beneficiary							
			Beneficiary Name							
			:CENTERS FOR MEDICARE & MEDICAID SE							
			:7500 SECURITY BLVD							
			:Baltimore MD 21244							
			Originator to Beneficiary Info: PAYMENT IS RELATED TO OIG CMP							
			:SETTLEMENT							
			Value Date							
			:06/13/2018							
			Debit Currency							
			:USD							
			Credit Currency							
			:USD							
			Source Code	:BPE						
			WIRE TRANSFER	/						
			CENTERS FOR ME	/						

**Miller, Debbie**

---

**From:** Miller, Debbie  
**Sent:** Thursday, June 29, 2017 11:12 AM  
**To:** Armstrong, Susan  
**Subject:** Fwd: HHS-OIG Self-Disclosure: LSU Health Sciences Center Shreveport  
**Attachments:** LSU Health Sciences Center Shreveport.pdf; ATT00001.htm

Debbie

Sent from my iPad

Begin forwarded message:

**From:** "Hilton, Jennifer L (OIG/OCIG)" <[Jennifer.Hilton@oig.hhs.gov](mailto:Jennifer.Hilton@oig.hhs.gov)>  
**Date:** June 28, 2017 at 3:17:39 PM CDT  
**To:** "[dmille@lsuhsc.edu](mailto:dmille@lsuhsc.edu)" <[dmille@lsuhsc.edu](mailto:dmille@lsuhsc.edu)>  
**Subject:** HHS-OIG Self-Disclosure: LSU Health Sciences Center Shreveport

**\*EXTERNAL EMAIL: EVALUATE\***

Ms. Miller,

Please see the attached document.

Jennifer L. Hilton  
Paralegal Specialist  
U.S. Department of Health & Human Services  
Office of Counsel to the Inspector General



DEPARTMENT OF HEALTH AND HUMAN SERVICES

**OFFICE OF INSPECTOR GENERAL**

WASHINGTON, DC 20201



JENNIFER HILTON, PARALEGAL SPECIALIST  
ADMINISTRATIVE & CIVIL REMEDIES BRANCH  
OFFICE OF COUNSEL TO THE INSPECTOR GENERAL  
330 INDEPENDENCE AVENUE, SW  
COHEN BUILDING - ROOM 5527  
WASHINGTON, DC 20201  
TELEPHONE: (202) 619-2336  
FACSIMILE: (202) 205-0604  
EMAIL: JENNIFER.HILTON@OIG.HHS.GOV

June 28, 2017

**Via Electronic Mail**

Debbie Hall Miller, BSN, MSHA, CHC  
Compliance Officer  
LSU Health Sciences Center Shreveport  
1501 Kings Hwy  
Shreveport, LA 71103

Re: LSU Health Sciences Center Shreveport

Dear Ms. Miller:

I am writing to confirm that the Office of Inspector General received the submission seeking admission to the Self-Disclosure Protocol (SDP) made on behalf of LSU Health Sciences Center Shreveport (LSU) dated June 2, 2017. At this time, LSU's submission is under review to determine whether the matter is appropriate for admission into the SDP. Upon completion of the review, you will be notified whether LSU's submission was accepted into the SDP or rejected.

If you have any questions, please contact me at 202-619-2336 or [Jennifer.Hilton@oig.hhs.gov](mailto:Jennifer.Hilton@oig.hhs.gov).

Sincerely,

  
Jennifer Hilton  
Paralegal Specialist



**Compliance Department**

**October 05, 2017**

**From: Debbie Hall Miller, BSN, MSHA, CHC  
Compliance Officer**

**To: G.E. Ghali, DDS, MD, FACS, FRCS (Ed.)  
Chancellor**

**Re: Neurosurgery Compliance Concerns**

**On June 2, 2017 LSU Health Shreveport made a voluntary self-disclosure to the Office of Inspector General due to a pattern of concurrent surgeries by the Neurosurgery department. We have already refunded \$153,924.00 and the estimated remaining refund is approximately \$478,613.00. There is also the potential to have additional penalties of 1.5 to 2.5 times of the total payback. This audit covers cases from November 6, 2011 through December 31, 2016.**

December 8, 2017

Ellen E. Slavin  
Senior Counsel  
Office of Counsel to the Inspector General  
Department of Health and Human Services  
1919 Smith Street, Suite 1150  
Houston, TX 77002

Dear Ms. Slavin,

This letter is in follow up to the discussion on our October 26, 2017 phone call and contains the additional information you requested concerning the LSU Health Shreveport Voluntary Disclosure.

As you are aware, there was an anonymous complaint of alleged issues concerning Dr. Anil Nanda in July 2016 and during the review of these issues it was noticed that there appeared to be an issue of three concurrent surgeries being performed. An audit for concurrent cases was done on three or more cases being performed by Dr. Nanda that involved Medicare patients during the time period June 1, 2015 to March 30, 2016. All these claims identified had redeterminations filed through our fiscal intermediary Novitas.

Since surgeries are considered supervisory and are not payable under Medicare Part B, a decision was made to expand the audit to cover all surgical specialties and the audit dates used were from November 2011 through January 3, 2017. Cases were analyzed using incision start and stop times. There were 91,541 cases reviewed for three or more concurrent surgeries.

During our aforementioned phone call, quality data was requested on the surgical cases that had been identified in the LSU Health Shreveport Voluntary Self Disclosure for concurrent neurosurgeries audit.

As background, LSU Health Shreveport is a Medical School with an affiliated Faculty Group Practice. We provide physician services and bill only for physician services. The case audits that were done for concurrent surgeries were performed on patients operated on at our partner hospital, University Health Shreveport, who owns the patient data. LSU Health Shreveport requested the quality data for the 374 identified concurrent surgical cases. The UH quality data, which included surveillance data for infections, post op hemorrhages, readmits for surgeries and mortalities, was reviewed for potential bad outcomes. No evidence of bad outcomes related to



the concurrent procedures was identified. Please see the attached email and spreadsheet from University Health Shreveport Quality Department.

As part of the remediation for this issue we did targeted physician education as well as collaborated with our partner hospital, University Health, to develop Operating Room policies to prevent concurrent surgeries from occurring. Monitoring of the current scheduling and documentation is being done and will continue for the foreseeable future.

Attached, as requested, is the breakdown of federal payors and the liability amount that was identified in the audit. The response from the UH Quality Executive Director is also attached.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Hall Miller".

Debbie Hall Miller, BSN, MSHA, CHC  
Compliance Officer  
LSU Health Science Center Shreveport  
318-675-8502

**Miller, Debbie**

---

**From:** Armstrong, Tomekia S.  
**Sent:** Friday, April 06, 2018 1:03 PM  
**To:** Miller, Debbie  
**Subject:** TELEPHONE MESSAGE 4/6/18

Ellen Slavin with OIG 202-329-0761 called regarding self disclosure to her office.

TOMEKIA ARMSTRONG  
**LSU Health**  
SHREVEPORT  
COMPLIANCE OFFICE  
318.675.5067 OFFICE  
318.675.8562 FAX

---

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## Miller, Debbie

---

**From:** Slavin, Ellen E (OIG/OCIG) <ellen.slavin@oig.hhs.gov>  
**Sent:** Thursday, April 12, 2018 3:14 PM  
**To:** Miller, Debbie  
**Cc:** Denny, Ronnie  
**Subject:** RE: LSU Health Voluntary Disclosure Concurrent Surgeries

**\*EXTERNAL EMAIL: EVALUATE\***

Thanks very much. This is exactly what I needed!

Take care,

Ellen E. Slavin  
Senior Counsel  
Office of Counsel to the Inspector General  
Department of Health and Human Services  
1919 Smith Street, Suite 1150  
Houston, TX 77002  
Tel: (713) 276-1515  
[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)

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**From:** Miller, Debbie <[DMille@lsuhsc.edu](mailto:DMille@lsuhsc.edu)>  
**Sent:** Thursday, April 12, 2018 1:51 PM  
**To:** Slavin, Ellen E (OIG/OCIG) <[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)>  
**Cc:** Denny, Ronnie <[RDenny@lsuhsc.edu](mailto:RDenny@lsuhsc.edu)>  
**Subject:** LSU Health Voluntary Disclosure Concurrent Surgeries

Hi Ms. Slavin,

Please see the attached data revision per your request that shows that Department of Neurosurgery and the primary payers of Federal Programs.

If you would like the detailed spreadsheet that supports the above numbers please let us know and send us a secure link.

Thank you,  
Debbie

*Debbie Hall Miller, BSN, MSHA, CPE*  
LSU Health Shreveport/LSU Health Shreveport FGP  
Compliance/Privacy Officer  
Phone: (318) 675-8502  
Email: [dmille@lsuhsc.edu](mailto:dmille@lsuhsc.edu)



## Miller, Debbie

---

**From:** Slavin, Ellen E (OIG/OCIG) <ellen.slavin@oig.hhs.gov>  
**Sent:** Tuesday, May 08, 2018 2:37 PM  
**To:** Miller, Debbie  
**Subject:** RE: LSU Health Voluntary Disclosure Concurrent Surgeries  
**Attachments:** LSU Health Shreveport Wire Transfer Instructions.pdf; LSU Health Shreveport settlement agreement.pdf

**\*EXTERNAL EMAIL: EVALUATE\***

Hi, Debbie:

As discussed, I have attached a copy of the settlement agreement and wire transfer instructions here. Please let me know if you have any questions or would like to discuss further.

Take care,

Ellen E. Slavin  
Senior Counsel  
Office of Counsel to the Inspector General  
Department of Health and Human Services  
1919 Smith Street, Suite 1150  
Houston, TX 77002  
Tel: (713) 276-1515  
[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)

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**To:** Slavin, Ellen E (OIG/OCIG) <[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)>  
**Cc:** Denny, Ronnie <[RDenny@lsuhsc.edu](mailto:RDenny@lsuhsc.edu)>  
**Subject:** LSU Health Voluntary Disclosure Concurrent Surgeries

Hi Ms. Slavin,

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If you would like the detailed spreadsheet that supports the above numbers please let us know and send us a secure link.

Thank you,  
Debbie

*Debbie Hall Miller, BSN, MSHA, CPH*  
LSU Health Shreveport/LSU Health Shreveport FGP  
Compliance/Privacy Officer  
Phone: (318) 675-8502

## Payment Submission Instructions

### WIRE INSTRUCTIONS:

To wire funds to CMS, please provide your financial institution with the following information. All of this information must be included in the wire instructions sent forward to the New York Federal Reserve Bank.

Subtype/Type Code – 10 00

Amount – \$732,854.40 pursuant to Louisiana State University (LSU) Health Sciences Center Shreveport (LSU Health Shreveport) Settlement Agreement

Sending Bank Routing Number - **Fill in**

Receiver Financial Institution (Routing Number for Treasury NYC) – 021 030 004

Receiver Name – Treasury NYC

Receiving Institution Name: Federal Reserve Bank of New York

Receiving Institution Address: 33 Liberty Street, New York, NY 10045

Beneficiary Account Number (CMS Agency Location Code) – 75050080

Beneficiary Name – Centers for Medicare & Medicaid Services (CMS)

Beneficiary Physical Address: 7500 Security Blvd., Baltimore, MD 21244

CMS tax ID number – 52-0883104

Optional Field Remarks – **It is necessary for you to include in the remarks section that the payment is related to an OIG CMP settlement**

Federal Reserve Assistance Number – (212) 720-6130

The Subtype/Type Code is a standard wire code. Please use 10 00 as directed.

The amount is the total amount of the wire transfer.

The sending bank routing number should be provided by the financial institution.

Receiver Financial Institution is the ABA number of the Federal Reserve Bank of New York.

Receiving Institution is the Federal Reserve Bank of New York.

Beneficiary (Agency Location Code) is the CMS identification code.

## SETTLEMENT AGREEMENT

### I. Recitals

1. Parties. The Parties to this Settlement Agreement (Agreement) are the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS), and LSU Health Sciences Center Shreveport (Respondent). OIG and Respondent shall hereafter collectively be referred to as the "Parties."

2. Factual Background and Covered Conduct. On June 2, 2017, Respondent made a submission pursuant to OIG's Self Disclosure Protocol (Protocol), and OIG accepted Respondent into the Protocol on July 24, 2017. The OIG contends that Respondent knowingly presented to Medicare, Tricare, and VA claims for items or services that Respondent knew or should have known were not provided as claimed and were false or fraudulent. Specifically, the OIG contends that, in certain cases of three or more concurrent neurosurgical procedures performed at University Hospital Shreveport during the period November 1, 2011 through January 3, 2017, Respondent submitted claims for physician services by teaching surgeons when those services were supervisory services to the hospital rather than a physician service to individual patients. The OIG contends that the conduct described in this Paragraph (hereinafter referred to as the "Covered Conduct") subjects Respondent to civil monetary penalties, assessments, and exclusion under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7).

3. No Admission or Concession. This Agreement is neither an admission of liability by Respondent nor a concession by the OIG that its claims are not well-founded.

4. Intention of Parties to Effect Settlement. In order to avoid the uncertainty and expense of litigation, the Parties agree to resolve this matter according to the Terms and Conditions below.

### II. Terms and Conditions

5. Payment. Respondent agrees to pay to OIG \$732,854.40 (Settlement Amount), of which \$441,129.61 is restitution. This payment shall be made via wire transfer to the United States Department of Health and Human Services according to written instructions provided by OIG. Respondent shall make full payment no later than three business days after the Effective Date.

6. Release by the OIG. In consideration of the obligations of Respondent under this Agreement and conditioned upon Respondent's full payment of the Settlement Amount, the OIG releases Respondent from any claims or causes of action it may have

against Respondent under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7) for the Covered Conduct. The OIG and HHS do not agree to waive any rights, obligations, or causes of action other than those specifically referred to in this Paragraph. This release is applicable only to the Respondent and is not applicable in any manner to any other individual, partnership, corporation, or entity.

7. Agreement by Released Parties. Respondent shall not contest the Settlement Amount or any other term of this Agreement in any federal, state, or administrative forum. Respondent waives all procedural rights granted under the exclusion statute (42 U.S.C. § 1320a-7), the CMPL (42 U.S.C. § 1320a-7a) and related regulations (42 C.F.R. Part 1003), and HHS claims collection regulations (45 C.F.R. Part 30), including, but not limited to, notice, hearing, and appeal with respect to the Settlement Amount.

8. Reservation of Claims. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Respondent) are the following:

- a. Any criminal, civil, or administrative claims arising under Title 26 U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct.

9. Binding on Successors. This Agreement is binding on Respondent and its successors, heirs, transferees, and assigns.

10. Costs. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

11. No Additional Releases. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any claims against any other person or entity, except as provided in paragraph 12.

12. Claims Against Beneficiaries. Respondent waives and shall not seek payment, including copay and deductible amounts, for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

13. Effect of Agreement. This Agreement constitutes the complete agreement between the Parties. All material representations, understandings, and promises of the Parties are contained in this Agreement. Any modifications to this Agreement shall be set forth in writing and signed by all Parties. Respondent represents that this Agreement is entered into with advice of counsel and knowledge of the events described herein. Respondent further represents that this Agreement is voluntarily entered into in order to avoid litigation, without any degree of duress or compulsion.

14. Effective Date. The Effective Date of this Agreement shall be the date of signing by the last signatory.

15. Disclosure. Respondent consents to the OIG's disclosure of this Agreement, and information about this Agreement, to the public.

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

17. Authorizations. The individuals signing this Agreement on behalf of the Respondent represent and warrant that they are authorized by Respondent to execute this Agreement. The individuals signing this Agreement on behalf of the OIG represent and warrant that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.



**RESPONDENT**

---

GHALI E. GHALI, M.D.  
Chancellor and Dean  
LSU Health Sciences Center Shreveport

---

Date

**FOR THE OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

---

LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

---

Date

---

ELLEN E. SLAVIN  
Senior Counsel  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

---

Date

## Miller, Debbie

---

**From:** Slavin, Ellen E (OIG/OCIG) <ellen.slavin@oig.hhs.gov>  
**Sent:** Friday, May 11, 2018 11:49 AM  
**To:** Miller, Debbie  
**Subject:** RE: LSU Health Voluntary Disclosure Concurrent Surgeries

**\*EXTERNAL EMAIL: EVALUATE\***

Thank you!

Ellen E. Slavin  
Senior Counsel  
Office of Counsel to the Inspector General  
Department of Health and Human Services  
1919 Smith Street, Suite 1150  
Houston, TX 77002  
Tel: (713) 276-1515  
[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)

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**From:** Miller, Debbie <[DMille@lsuhsc.edu](mailto:DMille@lsuhsc.edu)>  
**Sent:** Friday, May 11, 2018 7:19 AM  
**To:** Slavin, Ellen E (OIG/OCIG) <[ellen.slavin@oig.hhs.gov](mailto:ellen.slavin@oig.hhs.gov)>  
**Subject:** RE: LSU Health Voluntary Disclosure Concurrent Surgeries

Hi Ms. Slavin,

I meant to email you back Tuesday and let you know we received the document. I have sent it to our attorney in Baton Rouge and am awaiting his review so we can begin the signatures.

Thanks for your guidance,  
Debbie

*Debbie Hall Miller, BSN, MSHA, CNE*

LSU Health Shreveport/LSU Health Shreveport FGP  
Compliance/Privacy Officer  
Phone: (318) 675-8502  
Email: [dmille@lsuhsc.edu](mailto:dmille@lsuhsc.edu)



---

**From:** Slavin, Ellen E (OIG/OCIG) [<mailto:ellen.slavin@oig.hhs.gov>]  
**Sent:** Tuesday, May 08, 2018 2:37 PM  
**To:** Miller, Debbie  
**Subject:** RE: LSU Health Voluntary Disclosure Concurrent Surgeries

**\*EXTERNAL EMAIL: EVALUATE\***

Hi, Debbie:

As discussed, I have attached a copy of the settlement agreement and wire transfer instructions here. Please let me know if you have any questions or would like to discuss further.

Take care,

Ellen E. Slavin  
Senior Counsel  
Office of Counsel to the Inspector General  
Department of Health and Human Services  
1919 Smith Street, Suite 1150  
Houston, TX 77002  
Tel: (713) 276-1515  
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**From:** Miller, Debbie <[DMille@lsuhsc.edu](mailto:DMille@lsuhsc.edu)>  
**Sent:** Thursday, April 12, 2018 1:51 PM  
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**Cc:** Denny, Ronnie <[RDenny@lsuhsc.edu](mailto:RDenny@lsuhsc.edu)>  
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Thank you,  
Debbie

*Debbie Hall Miller, BSN, MSHA, CFC*  
LSU Health Shreveport/LSU Health Shreveport FGP  
Compliance/Privacy Officer  
Phone: (318) 675-8502  
Email: [dmille@lsuhsc.edu](mailto:dmille@lsuhsc.edu)



Hi Pat,

Afternoon reading---Just received --when you have time we can talk about this.

Thanks,  
Debbie

---

**From:** Slavin, Ellen E (OIG/OCIG) [<mailto:ellen.slavin@oig.hhs.gov>]  
**Sent:** Tuesday, May 08, 2018 2:37 PM  
**To:** Miller, Debbie  
**Subject:** RE: LSU Health Voluntary Disclosure Concurrent Surgeries

**\*EXTERNAL EMAIL: EVALUATE\***

Hi, Debbie:

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Take care,

Ellen E. Slavin  
Senior Counsel  
Office of Counsel to the Inspector General  
Department of Health and Human Services  
1919 Smith Street, Suite 1150  
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Tel: (713) 276-1515  
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**From:** Miller, Debbie <[DMille@lsuhsc.edu](mailto:DMille@lsuhsc.edu)>  
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If you would like the detailed spreadsheet that supports the above numbers please let us know and send us a secure link.

Thank you,  
Debbie

## Miller, Debbie

---

**From:** Miller, Debbie  
**Sent:** Tuesday, June 05, 2018 12:47 PM  
**To:** Miller, Debbie  
**Subject:** FW: Settlement Agreement6-05-18.pdf  
**Attachments:** Settlement Agreement6-05-18.pdf

---

**From:** Miller, Debbie  
**Sent:** Tuesday, June 05, 2018 12:47 PM  
**To:** 'Slavin, Ellen E (OIG/OCIG)'  
**Subject:** Settlement Agreement6-05-18.pdf

Hi Ms. Slavin,

Here is the signed settlement agreement for the LSU Health Sciences Center Shreveport's voluntary disclosure for Neurosurgery Concurrent Surgeries.

I apologize for the length of time it took us to return the signed document but the LSU attorney was out of the country for 2 weeks and then the chancellor was out.

Please let me know if you need anything else.

Thanks,  
Debbie Miller

*Debbie Hall Miller, BSN, MSHA, CPH*

LSU Health Shreveport/LSU Health Shreveport FGP

Compliance/Privacy Officer

Phone: (318) 675-8502

Email: [dmille@lsuhsc.edu](mailto:dmille@lsuhsc.edu)



## SETTLEMENT AGREEMENT

### I. Recitals

1. Parties. The Parties to this Settlement Agreement (Agreement) are the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS), and LSU Health Sciences Center Shreveport (Respondent). OIG and Respondent shall hereafter collectively be referred to as the "Parties."

2. Factual Background and Covered Conduct. On June 2, 2017, Respondent made a submission pursuant to OIG's Self Disclosure Protocol (Protocol), and OIG accepted Respondent into the Protocol on July 24, 2017. The OIG contends that Respondent knowingly presented to Medicare, Tricare, and VA claims for items or services that Respondent knew or should have known were not provided as claimed and were false or fraudulent. Specifically, the OIG contends that, in certain cases of three or more concurrent neurosurgical procedures performed at University Hospital Shreveport during the period November 1, 2011 through January 3, 2017, Respondent submitted claims for physician services by teaching surgeons when those services were supervisory services to the hospital rather than a physician service to individual patients. The OIG contends that the conduct described in this Paragraph (hereinafter referred to as the "Covered Conduct") subjects Respondent to civil monetary penalties, assessments, and exclusion under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7).

3. No Admission or Concession. This Agreement is neither an admission of liability by Respondent nor a concession by the OIG that its claims are not well-founded.

4. Intention of Parties to Effect Settlement. In order to avoid the uncertainty and expense of litigation, the Parties agree to resolve this matter according to the Terms and Conditions below.

### II. Terms and Conditions

5. Payment. Respondent agrees to pay to OIG \$732,854.40 (Settlement Amount), of which \$441,129.61 is restitution. This payment shall be made via wire transfer to the United States Department of Health and Human Services according to written instructions provided by OIG. Respondent shall make full payment no later than three business days after the Effective Date.

6. Release by the OIG. In consideration of the obligations of Respondent under this Agreement and conditioned upon Respondent's full payment of the Settlement Amount, the OIG releases Respondent from any claims or causes of action it may have

against Respondent under 42 U.S.C. §§ 1320a-7a and 1320a-7(b)(7) for the Covered Conduct. The OIG and HHS do not agree to waive any rights, obligations, or causes of action other than those specifically referred to in this Paragraph. This release is applicable only to the Respondent and is not applicable in any manner to any other individual, partnership, corporation, or entity.

7. Agreement by Released Parties. Respondent shall not contest the Settlement Amount or any other term of this Agreement in any federal, state, or administrative forum. Respondent waives all procedural rights granted under the exclusion statute (42 U.S.C. § 1320a-7), the CMPL (42 U.S.C. § 1320a-7a) and related regulations (42 C.F.R. Part 1003), and HHS claims collection regulations (45 C.F.R. Part 30), including, but not limited to, notice, hearing, and appeal with respect to the Settlement Amount.

8. Reservation of Claims. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Respondent) are the following:

- a. Any criminal, civil, or administrative claims arising under Title 26 U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct.

9. Binding on Successors. This Agreement is binding on Respondent and its successors, heirs, transferees, and assigns.

10. Costs. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

11. No Additional Releases. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any claims against any other person or entity, except as provided in paragraph 12.

12. Claims Against Beneficiaries. Respondent waives and shall not seek payment, including copay and deductible amounts, for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

13. Effect of Agreement. This Agreement constitutes the complete agreement between the Parties. All material representations, understandings, and promises of the Parties are contained in this Agreement. Any modifications to this Agreement shall be set forth in writing and signed by all Parties. Respondent represents that this Agreement is entered into with advice of counsel and knowledge of the events described herein. Respondent further represents that this Agreement is voluntarily entered into in order to avoid litigation, without any degree of duress or compulsion.

14. Effective Date. The Effective Date of this Agreement shall be the date of signing by the last signatory.

15. Disclosure. Respondent consents to the OIG's disclosure of this Agreement, and information about this Agreement, to the public.

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

17. Authorizations. The individuals signing this Agreement on behalf of the Respondent represent and warrant that they are authorized by Respondent to execute this Agreement. The individuals signing this Agreement on behalf of the OIG represent and warrant that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.



RESPONDENT



GHALI E. GHALI, M.D.  
Chancellor and Dean  
LSU Health Sciences Center Shreveport

6/5/2018

Date

FOR THE OFFICE OF INSPECTOR GENERAL OF THE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

\_\_\_\_\_  
LISA M. RE

Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
ELLEN E. SLAVIN

Senior Counsel  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

\_\_\_\_\_  
Date