

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|---------------------------------|----------|--|
| UNITED STATES OF AMERICA | : | CRIMINAL NO: 09-_____ |
| v. | : | DATE FILED: December 10, 2009 |
| SUSAN LANDOLF | : | VIOLATIONS: |
| | : | 18 U.S.C. § 1347 (health care fraud – |
| | : | 1 count) |
| | : | 42 U.S.C. § 1320a-7b(b)(1)(A) |
| | : | (receiving kickbacks for Medicare |
| | : | referrals - 1 count) |
| | : | 18 U.S.C. § 2 (aiding and abetting) |

INFORMATION

COUNT ONE

(Health Care Fraud)

THE UNITED STATES ATTORNEY CHARGES THAT:

At all times material to this information:

BACKGROUND

1. R&V Medical Supplies, LLC (“R&V”), a New Jersey limited liability corporation located at 1420 Walnut Street, Suite 1107, Philadelphia, Pennsylvania, was a medical supply company that provided durable medical equipment (“DME”) to beneficiaries of Medicare and other health insurance programs, such as Independence Blue Cross (“IBC”). R&V billed Medicare and other health insurance companies, such as IBC, for this DME.

2. Robert Saul, charged separately, was co-owner and director of operations at defendant R&V. Sheila Saul, charged separately, was Robert Saul’s wife and co-owner of R&V. When working at R&V, Sheila Saul used the title of clinical care coordinator and office

manager. V.S., Robert Saul's brother, was co-owner of R&V. R&V also employed various support staff, including office workers, delivery drivers and an outside sales representative.

3. Defendant SUSAN LANDOLF was an employee of R&V from approximately April 2008 until approximately January 2009. Prior to working for R&V, defendant LANDOLF worked at a medical clinic in Philadelphia, Pennsylvania and had access to patients of the medical clinic as well as to private patient information, including patient names, dates of birth, addresses, social security numbers, and health insurance information.

4. Medicare was a "health care benefit program" as defined by Title 18, United States Code, Section 24(b), and was a "Federal health care program" as defined by Title 42, United States Code, Section 1320a-7b(f).

5. IBC was a "health care benefit program" as defined by Title 18, United States Code, Section 24(b).

6. DME was equipment that was primarily and customarily used to serve a medical purpose, could withstand repetitive use, and was appropriate for use in the home. DME included power wheelchairs, power scooters, thermal gloves, diabetic shoes and diabetic supplies, knee braces, wrist braces, and back braces, heating pads and various other types of equipment.

7. In order for a DME supplier, such as R&V, to be reimbursed by Medicare, IBC, and other health care benefit programs for the cost of DME provided to a beneficiary, a physician must have determined and certified in writing that the DME was medically necessary for the particular patient. The physician's authorization could be documented, among other ways, on traditional prescription pads, physician orders, and in letters and certificates of medical

necessity. The treating physician must have signed and dated the physician order and the DME supplier was required to have an order from the treating physician on file before dispensing DME to the beneficiary. Other documentation signed by a physician was also required. For example, Medicare required that a detailed description of the DME be included with the order. The product description was required to be signed and dated by the treating physician.

8. In the case of power wheel chairs, effective October 2006, Medicare also required that a physician document that a face-to-face examination of the patient was conducted to establish medical necessity. Documentation of the face-to-face examination was required to be signed and dated by the physician and was required to be received by the DME supplier no more than 45 days after the face-to-face examination. As with all DME, a power wheelchair could not be dispensed until the supplier had all of the supporting documentation from the physician.

THE SCHEME TO DEFRAUD

9. On or about the dates listed below, in Philadelphia, in the Eastern District of Pennsylvania, defendant

SUSAN LANDOLF

knowingly and willfully executed a scheme and artifice to defraud Medicare and IBC, health care benefit programs, and to obtain money and property owned by and under the custody and control of those health care benefit programs by means of false and fraudulent pretenses, representations, and promises, in connection with the delivery of and payment for health care benefits, items and services, and aided and abetted the execution of the scheme, by forging physician approval documents (including letters of medical necessity, physician orders, product

descriptions, and face-to-face examination forms) in support of fraudulent health care insurance claims submitted by R&V Medical Supplies, LLC for durable medical equipment purportedly provided to each of the individuals listed below, in the approximate total amount of \$17,334.18:

| Patient | Equipment | Description | Approx. Date of Claim | Amount Billed by R&V | Approx. Amount Paid to R&V |
|----------------|--|--|------------------------------|---------------------------------|---------------------------------------|
| Te. A. | Heating Unit, Back Brace, Knee Brace | Forged Physician Order and Product Description | 5/27/2008 | \$2,716.00 | \$1,973.38 |
| Sy. B. | Heating Unit, Arthritic Gloves | Forged Physician Order and Product Description | 6/20/2008 | \$1,220.00 | \$894.32 |
| Ve. B. | Back Brace, Knee Brace, Arthritic Gloves, Heating Unit | Forged Physician Order and Product Description | 6/10/2008 | \$3,314.00 | \$0 |
| Lo. B. | Arthritic Gloves, Heating Unit | Forged Physician Order and Product Description | 6/4/2008 | \$1,297.00 | \$894.32 |
| De. B. | Heating Unit | Forged Physician Order | 6/12/2008 | \$499 | \$337.60 |
| Ra. C. | Power Wheelchair | Forged Physician Order and Product Description | 4/9/2008 | \$3,999 | \$2,470.24 |
| Li. E.P. | Heating Unit, Back Brace, Arthritic Gloves | Forged Physician Order and Product Description | 7/24/2008 | \$2,316.00 | \$1,699.35 |
| Do. H. | Knee Brace, Back Brace, Arthritic Gloves | Forged Physician Order and Product Description | 10/29/2008 | \$2,615.00 | \$1,942.25 |

| Patient | Equipment | Description | Approx. Date of Claim | Amount Billed by R&V | Approx. Amount Paid to R&V |
|----------------|--|--|------------------------------|---------------------------------|---------------------------------------|
| Ro. J. | Arthritic Gloves | Forged Physician Order and Product Description | 7/7/2008 | \$798 | \$638.40 |
| Wi. K. | Heating Unit, Back Brace, Arthritic Gloves | Forged Physician Order and Product Description | 7/9/2008 | \$2,316.00 | \$1,699.35 |
| Jo. M. | Heating Unit, Arthritic Gloves | Forged Physician Order and Product Description | 7/18/2008 | \$1,297.00 | \$976.00 |
| Ma. T.J. | Arthritic Gloves, Knee Brace, Back Brace, Heating Unit | Forged Physician Order and Product Description | 8/4/2008 | \$3,115.00 | \$2,235.54 |
| Ru. B. | Back Brace | Forged Physician Order, Product Description, and Letter of Medical Necessity | 7/18/2008 | \$1,019 | \$506.48 |

In violation of Title 18, United States Code, Section 1347 and 2.

COUNT TWO

(Anti-Kickback Statute)

THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:

1. Paragraphs 1-4 and 6 of Count One are incorporated here.
2. On or about each of the dates listed below, in Philadelphia, in the Eastern

District of Pennsylvania, defendant

SUSAN LANDOLF

knowingly and willfully solicited and received remuneration (including kickbacks and bribes) directly and indirectly, overtly and covertly, in cash and in kind in return for referring individuals to R&V Medical Supplies, LLC to furnish and arrange to furnish any item or service for which payment may be made in whole or in part under Medicare, a Federal health care program, as follows:

| Medicare Beneficiaries Referred | Approx. Kickback Amount | Payment Method | Approx. Date of Payment |
|--|--------------------------------|-----------------------|--------------------------------|
| Jo. T. | \$175 | R&V Check #1267 | 9/18/2007 |
| Te. A; Sy. B.; Eu. S.; Jo. M. | \$252 | R&V Check #1362 | 11/9/2007 |
| Ro. J.; Ma. T. | \$150 | R&V Check #1358 | 11/19/2007 |
| Ed. T. | \$100 | R&V Check #1385 | 11/29/2007 |
| Lo. B. | \$100 | R&V Check #1398 | 12/12/2007 |

| Medicare Beneficiaries Referred | Approx. Kickback Amount | Payment Method | Approx. Date of Payment |
|--|--------------------------------|-----------------------|--------------------------------|
| Ra. C. | \$100 | R&V Check #1611 | 12/12/2007 |
| Li. E.P. | \$100 | Cash | 1/4/2008 |
| Lo. W. | \$100 | R&V Check #1541 | 4/3/2008 |
| Wi. K. | \$20 | R&V Check #1611 | 5/6/2008 |

In violation of Title 42, United States Code, Section 1320a-7b(b)(1)(A).

MICHAEL L. LEVY
UNITED STATES ATTORNEY