



UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

**INDICTMENT FOR CONSPIRACY TO DEFRAUD
THE UNITED STATES AND TO PAY AND RECEIVE KICKBACKS,
SOLICITATION AND RECEIPT OF KICKBACKS, OFFER OF KICKBACKS,
HEALTH CARE FRAUD, AND FORFEITURE ALLEGATIONS**

UNITED STATES OF AMERICA : CRIMINAL NO. 21-32-JWD-SDJ
: :
versus : :
: :
MALENA BADON LEPETICH : 18 U.S.C. § 371
: 42 U.S.C. § 1320a-7b(b)(1)
: 42 U.S.C. § 1320a-7b(b)(2)
: 18 U.S.C. § 220(a)(2)
: 18 U.S.C. § 1347
: 18 U.S.C. § 2
: 18 U.S.C. § 982(a)(7)
: 21 U.S.C. § 853(p)

THE GRAND JURY CHARGES:

AT ALL TIMES RELEVANT TO THIS INDICTMENT:

Health Care Benefit Programs

1. The Medicare Program (“Medicare”) was a federal health insurance program, affecting commerce, that provided benefits to persons who were 65 years of age and older or disabled. Medicare was administered by the United States Department of Health and Human Services (“HHS”) through its agency, the Centers for Medicare and Medicaid Services (“CMS”).

2. The Louisiana Medicaid Program (“Medicaid”) was a federal and state funded health insurance program designed to provide medical assistance to persons whose income and resources were insufficient to meet the costs of necessary care and services. CMS contracted

with the Louisiana Department of Health and Hospitals (“DHH”), located in East Baton Rouge Parish, Louisiana, to manage the Medicaid program in Louisiana, including the enrollment of medical service providers (“providers”) and the processing of claims for services rendered to Medicaid recipients.

3. The Louisiana Health Service and Indemnity Company, d/b/a Blue Cross and Blue Shield of Louisiana (“BCBSLA”), was a Louisiana not-for-profit health and accident insurance company that provided health care benefits to member entities and individuals and offered supplemental health insurance to members receiving Medicare.

4. Medicare, Medicaid, and BCBSLA were “health care benefit programs,” as defined by Title 18, United States Code, Section 24(b). Medicare and Medicaid were “Federal health care programs,” as defined by Title 42, United States Code, Section 1320a-7b(f).

5. Individuals who qualified for Medicare benefits were commonly referred to as “beneficiaries.” Individuals who qualified for Medicaid benefits were commonly referred to as “recipients.” Individuals who contracted with BCBSLA to receive health care benefits were commonly referred to as “members.” Each beneficiary, recipient, and member was given a unique identification number.

6. Health care benefit programs typically required providers to enroll in the programs in order to submit claims for items and services. Specifically, as part of the Medicare, Medicaid, and BCBSLA enrollment processes, providers, including laboratories, submitted enrollment applications.

7. For instance, the Medicare provider enrollment application, CMS Form 855B, was required to be signed by an authorized representative of the provider. CMS Form 855B contained a certification that the provider would abide by the Medicare laws, regulations, and

program instructions, including but not limited to the Federal Anti-Kickback Statute. In executing CMS Form 855B, providers further certified that they “w[ould] not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare and w[ould] not submit claims with deliberate ignorance or reckless disregard of their truth or falsity.”

8. If Medicare, Medicaid, or BCBSLA approved a provider’s application, it would assign the provider a provider number. A provider with a provider number could submit claims to obtain reimbursement for medically necessary items and services.

9. When seeking reimbursement from Medicare, Medicaid, and BCBSLA, providers submitted the cost of the service provided together with the appropriate “procedure code,” as set forth in the Current Procedural Terminology (“CPT”) Manual or the Healthcare Common Procedure Coding System.

10. Medicare, Medicaid, and BCBSLA only paid for items and services that were reasonable and medically necessary and were provided as represented. In certain circumstances, Medicare, Medicaid, and BCBSLA covered, among other things, laboratory services, including urine drug testing (“UDT”) and testing for COVID-19.

11. Medicare and Medicaid would not reimburse providers for claims that were procured through the payment of kickbacks and bribes. Additionally, as of October 2018, BCBSLA would not pay for laboratory services procured through the payment of kickbacks and bribes.

Diagnostic Testing

12. UDT was divided into two categories: initial screens and confirmatory tests. Initial screens were used to identify which substances, if any, were present in the provided

specimen, and were therefore considered *qualitative*. Confirmatory tests, conducted subsequent to initial screens, were typically *quantitative*, in that they identified how much of a particular substance was present in the provided specimen.

13. Where an initial screen produced an unexpected result for a particular substance, Medicare, Medicaid, and BCBSLA considered a quantitative confirmatory test to be medically necessary and appropriately reimbursable for that particular substance.

14. Neither Medicare, Medicaid, nor BCBSLA would reimburse service providers for quantitative confirmatory tests of substances that had not generated unexpected results in initial screens.

15. In addition to UDT, laboratory tests were available to detect numerous bacterial and viral pathogens that can cause respiratory diseases.

16. “COVID-19 tests” assessed whether an individual had the novel coronavirus disease 2019, commonly referred to as COVID-19.

17. Tests for respiratory pathogens were sometimes performed in panels that targeted multiple pathogens, known as a respiratory pathogen panel tests (“RPP tests”). In submitting claims to health care benefit programs for RPP tests, providers used a variety of CPT codes to indicate such tests had been performed. For example, CPT code 87633 indicated tests for 12-25 pathogens. Medicare, Medicaid, and BCBSLA reimbursement rates for RPP tests were several times higher than reimbursement rates for COVID-19 tests.

18. Medicare, Medicaid, and BCBSLA did not cover diagnostic testing, including UDT, COVID-19 testing, and RPP testing, that was not reasonable and necessary for the diagnosis or treatment of illness or injury. UDT was required to be ordered by a physician who was treating an individual for a specific medical problem and who used the results in the

management of that specific medical problem. UDT not ordered by the physician who was treating the individual was not reasonable and necessary.

19. In or around May 2020, in response to the public health emergency resulting from the COVID-19 pandemic, Medicare removed the requirement that COVID-19 tests and certain, defined respiratory pathogen tests be ordered by a treating physician. Under the interim policy, Medicare covered COVID-19 tests and certain, defined respiratory pathogen tests when ordered by any health care professional authorized to do so under state law. This interim policy did not amend the requirements relating to UDT. Under the interim policy, COVID-19 tests and respiratory pathogen tests still had to be reasonable and necessary for the treatment of illness or injury, eligible for reimbursement, provided as documented, and not procured through the payment of kickbacks and bribes in order to be covered by Medicare.

20. Generally, in order to have a COVID-19 test or a test for another respiratory pathogen (including RPP tests), an individual completed a buccal or nasopharyngeal swab to collect a specimen, which was then transmitted to a laboratory for testing.

The Defendant and Relevant Entities and Individuals

21. The defendant, **MALENA BADON LEPETICH**, was a resident of Plaquemines Parish, Louisiana.

22. MedLogic, LLC (“MedLogic”), was Louisiana limited liability company with its principal place of business in East Baton Rouge Parish, Louisiana. MedLogic operated as a diagnostic testing laboratory. MedLogic was enrolled as a provider with Medicare, Medicaid, BCBSLA, and other health care benefit programs. MedLogic held an account ending in 5283 at Bank 1.

23. **LEPETICH** was the owner and operator of MedLogic.

24. Acadian Diagnostic Laboratories, LLC (“Acadian”), was a Louisiana limited liability company with its principal place of business in East Baton Rouge Parish, Louisiana. Acadian operated as a diagnostic testing laboratory and was enrolled as a provider with Medicare, Medicaid, and other health care benefit programs. Acadian held an account ending in 9458 at Bank 2.

25. Co-conspirator 1 was a resident of Spartanburg County, South Carolina.

26. Company 1 was a South Carolina limited liability company with its principal place of business in Spartanburg County, South Carolina. Company 1 was a marketing company that referred UDT and other types of testing orders to laboratories.

27. Co-conspirator 1 owned and operated Company 1.

COUNT 1
Conspiracy to Defraud the United States
and to Pay and Receive Health Care Kickbacks
(18 U.S.C. § 371)

28. Paragraphs 1 through 27 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

29. Beginning in or around April 2016, and continuing through in or around February 2018, in the Middle District of Louisiana and elsewhere, the defendant,

MALENA BADON LEPETICH,

did knowingly and willfully, that is, with the intent to further the objects of the conspiracy, combine, conspire, confederate, and agree with Co-conspirator 1 and others, known and unknown to the Grand Jury, to:

a. defraud the United States by cheating the United States government and any of its agencies out of money and property, and by impairing, impeding, obstructing, and

defeating through deceitful and dishonest means, the lawful government functions of the HHS in its administration and oversight of Medicare and Medicaid, in violation of Title 18, United States Code, Section 371; and to commit certain offenses against the United States, that is:

b. to violate Title 42, United States Code, Section 1320a-7b(b)(1)(A), by soliciting and receiving remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part under a Federal health care program, that is, Medicare and Medicaid; and

c. to violate Title 42, United States Code, Section 1320a-7b(b)(1)(B), by soliciting and receiving remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, in return for purchasing, leasing, ordering, and arranging for and recommending purchasing, leasing, and ordering any good, facility, service, and item for which payment may be made in whole and in part by a Federal health care program, that is, Medicare and Medicaid.

Purpose of the Conspiracy

30. It was the purpose of the conspiracy for **LEPETICH** and her co-conspirators to unlawfully enrich themselves and others known and unknown to the Grand Jury by, among other things: (a) offering, paying, soliciting, and receiving kickbacks and bribes in return for UDT orders; (b) submitting and causing the submission of claims to Medicare and Medicaid for UDT that was (i) medically unnecessary and (ii) obtained through the payment of kickbacks and bribes and therefore not eligible for Medicare and Medicaid reimbursement; (c) concealing kickback and bribe payments, submitting false and fraudulent claims to Medicare and

Medicaid, and receiving and transferring the proceeds of the fraud; and (d) diverting proceeds of the scheme for the personal use and benefit of the defendant and her co-conspirators.

Manner and Means of the Conspiracy

31. The manner and means by which the defendant and her co-conspirators sought to accomplish the purpose of the conspiracy included, among others, the following:

32. **LEPETICH** applied for and obtained Medicare and Medicaid provider numbers associated with MedLogic. In order to obtain a Medicare provider number, **LEPETICH** certified that she and MedLogic would comply with all Medicare rules and regulations and federal laws, including that they would not knowingly present or cause to be presented a false and fraudulent claim for payment by Medicare and that they would comply with the Federal Anti-Kickback Statute.

33. Beginning in or around April 2016, and continuing through in or around October 2016, MedLogic ceased performing UDT following a Cessation of Patient Testing order by CMS.

34. During that time period, Co-conspirator 1 had a contractual relationship with Acadian. In order to ensure that UDT was conducted on specimens that continued to be sent to MedLogic, **LEPETICH** agreed with Co-conspirator 1 and Acadian to refer specimens to Acadian for UDT.

35. In order to facilitate and conceal kickback payments, **LEPETICH**, Co-conspirator 1, and others entered into sham contracts that included provisions such as that independent contractors would perform “marketing” services.

36. In particular, **LEPETICH** entered into a sham contract with Co-conspirator 1, through Company 1, under which she was “an independent contractor and not an employee

of” Company 1 and was to be paid, in exchange for “marketing” services, a commission rate of approximately 37% of the reimbursement from Medicare, Medicaid, and other health care benefit programs for specimens referred by **LEPETICH** to Acadian for UDT.

37. **LEPETICH** was not a bona fide employee of either Acadian or Company 1 and did not provide any marketing services.

38. From in or around April 2016 through in or around February 2018, **LEPETICH** received approximately \$340,089.89 in kickback payments from Co-conspirator 1, through Acadian, in exchange for referrals of specimens and orders for UDT, including for beneficiaries and recipients.

39. As a result of these kickback payments, Acadian submitted approximately \$1,671,338 in claims to Medicare and \$2,436,920 in claims to Medicaid, and it received \$347,960.79 in reimbursements from Medicare and \$307,332.22 in reimbursements from Medicaid, for UDT that was medically unnecessary.

Overt Acts

40. In furtherance of the conspiracy, and to accomplish its objects and purpose, at least one co-conspirator committed and caused to be committed, in the Middle District of Louisiana and elsewhere, at least one of the following overt acts, among others:

a. On or about November 15, 2016, **LEPETICH** received a wire transfer from Acadian’s account at Bank 2 in the amount of \$26,552.64, some of which constituted a kickback in exchange for referrals of specimens of beneficiaries and recipients for UDT.

b. On or about December 15, 2016, **LEPETICH** received a wire transfer from Acadian’s account at Bank 2 in the amount of \$39,170.09, some of which constituted a kickback in exchange for referrals of specimens of beneficiaries and recipients for UDT.

c. On or about February 15, 2018, Co-conspirator 1 emailed an employee of Acadian, “Can you please wire Malena \$5,026.51.”

d. On or about February 15, 2018, **LEPETICH** received a wire transfer from Acadian’s account at Bank 2 in the amount of \$5,026.51, some of which constituted a kickback in exchange for referrals of specimens of beneficiaries and recipients for UDT.

All in violation of Title 18, United States Code, Section 371.

COUNTS 2-4
Solicitation and Receipt of Health Care Kickbacks
(42 U.S.C. § 1320a-7b(b)(1))

41. Paragraphs 1 through 27 and 31 through 40 of this Indictment are re-alleged and incorporated by reference as through fully set forth herein.

42. On or about the dates set forth below, with respect to each count, in the Middle District of Louisiana and elsewhere, the defendant,

MALENA BADON LEPETICH,

did knowingly and willfully solicit and receive remuneration, specifically kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, as set forth below, in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part under a Federal health care program, that is, Medicare and Medicaid, and in return for purchasing, leasing, ordering, and arranging for and recommending purchasing, leasing, and ordering any good, facility, service and item for which payment can be made in whole and in part under a Federal health care program, that is, Medicare and Medicaid, as set forth below:

Count	Approximate Date of Payment	Approximate Amount	Description
2	November 15, 2016	\$26,552.64	Wire transfer from Acadian's account at Bank 2 to MedLogic's account at Bank 1
3	December 15, 2016	\$39,170.09	Wire transfer from Acadian's account at Bank 2 to MedLogic's account at Bank 1
4	February 15, 2018	\$5,026.51	Wire transfer from Acadian's account at Bank 2 to MedLogic's account at Bank 1

Each of the above is a violation of Title 42, United States Code, Section 1320a-7b(b)(1), and Title 18, United States Code, Section 2.

COUNT 5
Offer to Pay Health Care Kickbacks
(42 U.S.C. § 1320a-7b(b)(2))

43. Paragraphs 1 through 27 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

Manner and Means

44. **LEPETICH** applied for and obtained Medicare and Medicaid provider numbers associated with MedLogic. In order to obtain a Medicare provider number, **LEPETICH** certified that she and MedLogic would comply with all Medicare rules and regulations and federal laws, including that they would not knowingly present or cause to be presented a false and fraudulent claim for payment by Medicare and that they would comply with the Federal Anti-Kickback Statute.

45. Following the onset of the COVID-19 pandemic, MedLogic devoted itself to conducting COVID-19 and RPP testing.

46. From in or around June 2020, and continuing through in or around July 2020, **LEPETICH** had conversations with a marketer of test orders for COVID-19 testing, RPP testing, and other kinds of testing.

47. On or about June 24, 2020, while discussing the structure of payments from MedLogic for referrals of orders for COVID-19 and RPP testing, **LEPETICH** stated that “it really just varies if you’re a W-2 or consultant, you know, it’s different.”

48. On or about June 24, 2020, **LEPETICH** stated that payments to the independent contractor in exchange for referrals of orders for COVID-19 and RPP testing could be based on “percent of gross,” that is, a percentage of the gross reimbursement received from health care benefit programs, including Medicare and Medicaid.

49. On or about July 24, 2020, **LEPETICH** stated that she would want to keep “at least 50 percent” of the reimbursements for COVID-19 testing after paying the independent contractor for referrals of orders for COVID-19 and RPP testing.

50. On or about June 28, 2020, **LEPETICH** emailed a draft contract to the independent contractor, offering to pay “\$47.50 per Cash Paying Covid sample, \$25.00 per Insurance Paying Covid sample, and 15% of the net profit of [independent contractor’s] Assigned Territory.”

51. In order to facilitate and conceal kickback payments, the contract included provisions such as that the independent contractor would perform “operation, maintenance and management services,” when, in reality, such provisions were a sham.

Offer to Pay Kickbacks

52. On or about July 28, 2020, in the Middle District of Louisiana and elsewhere, the defendant,

MALENA BADON LEPETICH,

did knowingly and willfully offer remuneration, that is, kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, to a person to induce such person to refer an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part under a Federal health care program, that is, Medicare and Medicaid, and to purchase, lease, order, and arrange for and recommend purchasing, leasing, and ordering any good, facility, service, and item for which payment may be made in whole and in part under a Federal health care program, that is, Medicare and Medicaid.

All in violation of Title 42, United States Code, Section 1320a-7b(b)(2), and Title 18, United States Code, Section 2.

COUNT 6

**Offer to Pay Health Care Kickbacks
(18 U.S.C. § 220(a)(2))**

53. Paragraphs 1 through 27 and 43 through 51 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

54. On or about July 28, 2020, in the Middle District of Louisiana and elsewhere, the defendant,

MALENA BADON LEPETICH,

did knowingly and willfully offer remuneration, including kickbacks and bribes, directly and

indirectly, overtly and covertly, in cash and in kind, to induce a referral of an individual to a laboratory and in exchange for an individual using the services of that laboratory, with respect to services covered by a health care benefit program in and affecting interstate commerce, that is, BCBSLA.

All in violation of Title 18, United States Code, Section 220(a)(2), and Title 18, United States Code, Section 2.

COUNTS 7-11
Health Care Fraud
(18 U.S.C. § 1347)

55. Paragraphs 1 through 27 of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

56. Beginning in or around January 2020, and continuing through on or about the date of this Indictment, in the Middle District of Louisiana, and elsewhere, the defendant,

MALENA BADON LEPETICH,

aided and abetted by others known and unknown to the Grand Jury, in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, a scheme and artifice to defraud a health care benefit program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is, Medicare, Medicaid, and BCBSLA, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money owned by, and under the custody and control of, said health care benefit programs.

Purpose of the Scheme

57. It was the purpose of the scheme for **LEPETICH** to unlawfully enrich herself and others known and unknown to the Grand Jury by, among other things: (a) submitting and

causing the submission of claims to Medicare, Medicaid, and BCBSLA for RPP testing that was medically unnecessary and/or not rendered and therefore not eligible for Medicare and Medicaid reimbursement; (b) concealing the submission of false and fraudulent claims to Medicare, Medicaid, and BCBSLA and the receipt and transfer of the proceeds of the fraud; and (c) diverting proceeds of the scheme for the personal use and benefit of the defendant and her co-conspirators.

Manner and Means

58. In furtherance of the scheme and to accomplish its objects, **LEPETICH** used the following manner and means, among others:

a. In early 2020, shortly after the onset of the COVID-19 pandemic, MedLogic devoted itself to conducting testing related to COVID-19, and it already had the capability to conduct RPP testing.

b. In or around February 2020, **LEPETICH** created a “Respiratory Panel Plus” for providers to select on requisitions when ordering testing from MedLogic. This panel included testing for approximately 37 pathogens, such as bocavirus, rhinovirus, Bordetella, and Legionella.

c. **LEPETICH** instructed sales representatives to convince providers, such as nursing homes, to routinely order panels of RPP testing in conjunction with COVID-19 testing.

d. **LEPETICH** specifically instructed an employee of MedLogic to mark off RPP testing on requisitions even though such testing had not been ordered by the provider or performed by MedLogic, so that MedLogic could submit claims to health care benefit programs.

e. From in or around January 2020, and continuing through the date of this Indictment, **LEPETICH** caused MedLogic to submit approximately \$3,934,238 in claims to Medicare, \$2,213,140 in claims to Medicaid, and \$4,154,242.85 in claims to BCBSLA for RPP testing using CPT code 87633. MedLogic was reimbursed approximately \$706,674.68 by Medicare, \$395,745.19 by Medicaid, and \$475,673.09 by BCBSLA.

Acts in Execution of the Scheme

59. In order to execute and attempt to execute the scheme to defraud and to obtain money and property, and to accomplish the objects of the scheme, the defendant,

MALENA BADON LEPETICH,

committed, caused others to commit, and aided and abetted others in committing, the following acts within the Middle District of Louisiana, that is, on or about the dates listed below, **LEPETICH** caused the following false and fraudulent claims to be submitted to Medicare, Medicaid, and BCBSLA for RPP testing that was not medically necessary and/or not rendered, in an attempt to execute, and in execution of the scheme, with each execution set forth below forming a separate count:

Count	Name	Health Care Benefit Program	Approx. Date of Claim Submission	CPT Code	Approx. Amount Claimed
7	R.S.	Medicare	March 26, 2020	87633	\$2,315
8	J.S.	BCBSLA	July 10, 2020	87633	\$2,315

9	P.D.	Medicare	September 23, 2020	87633	\$2,315
10	P.C.	Medicaid	November 3, 2020	86733	\$2,315
11	L.A.	BCBSLA	January 7, 2021	87633	\$2,315

Each of the above is a violation of Title 18, United States Code, Sections 1347 and 2.

FORFEITURE ALLEGATIONS

60. Upon conviction of any of the offense set forth above, the defendant, **MALENA BADON LEPETICH**, shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(7), all property, real and personal, that constitutes or is derived, directly or indirectly, from gross proceeds of the violations, including but not limited to a sum of money equal to the amount of the gross proceeds of the offense.

61. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- b. has been placed beyond the jurisdiction of the court;
- c. has been substantially diminished in value; or
- d. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p) as incorporated by 18 U.S.C. § 982(b), to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described above.

UNITED STATES OF AMERICA, by



ELLISON C. TRAVIS
ACTING UNITED STATES ATTORNEY

A TRUE BILL

REDACTED
PER PRIVACY ACT

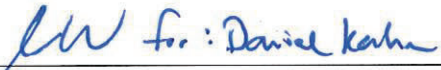
GRAND JURY FOREPERSON




KRISTEN L. CRAIG
ASSISTANT UNITED STATES ATTORNEY

5/20/21

DATE



DANIEL KAHN
ACTING CHIEF, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE



JUSTIN M. WOODARD
TRIAL ATTORNEY
CRIMINAL DIVISION, FRAUD SECTION
UNITED STATES DEPARTMENT OF JUSTICE

Criminal Cover Sheet

U.S. District Court

Place of Offense:

Matter to be sealed: No Yes

City Baton Rouge, Louisiana

Related Case Information:

County/Parish East Baton Rouge Parish

Superseding Indictment _____ Docket Number _____
 Same Defendant _____ New Defendant _____
 Magistrate Case Number _____
 Search Warrant Case No. _____
 R 20/ R 40 from District of _____
Any Other Related Cases: _____

Defendant Information:

Defendant Name Malena Badon Lepetich

Alias _____

Address _____

Birthdate _____ SS # _____ Sex _____ Race _____ Nationality _____

U.S. Attorney Information:

AUSA Kristen L. Craig

Bar # LBN 32565

Interpreter: No Yes

List language and/or dialect: _____

Location Status:

Arrest Date _____
 _____ Already in Federal Custody as of _____
 _____ Already in State Custody _____
 _____ On Pretrial Release _____

U.S.C. Citations:

Total # of Counts: 11

<u>Index Key/Code</u>	<u>Description of Offense Charged</u>	<u>Count(s)</u>	<u>Petty/ Misdemeanor/ Felony</u>
<u>18 U.S.C. § 371</u>	<u>Conspiracy to Defraud the US and to Pay and Receive Health Care Kickbacks</u>	<u>1</u>	<u>F</u>
<u>42 U.S.C. § 1320a-7b(b)(1)</u>	<u>Solicitation and Receipt of Health Care Kickbacks</u>	<u>2-4</u>	<u>F</u>
<u>42 U.S.C. § 1320a-7b(b)(2)</u>	<u>Offer to Pay Health Care Kickbacks</u>	<u>5</u>	<u>F</u>
<u>18 U.S.C. § 220(a)(2)</u>	<u>Offer to Pay Health Care Kickbacks</u>	<u>6</u>	<u>F</u>
<u>18 U.S.C. § 1347</u>	<u>Health Care Fraud</u>	<u>7-11</u>	<u>F</u>

Date: 5/20/21

Signature of AUSA: 

District Court Case Number (To be filled in by deputy clerk): _____