

-FILED-

JUN 20 2018

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

Michael Wilson
Jacqueline "Jay" Podell
United States District Court
Northern District of Indiana
Hammond Division

UNITED STATES OF AMERICA)	
)	Case No.
v.)	2 - 18 CR 65
)	
MICHAEL WILSON and)	18 U.S.C. §1347
JACQUELINE "JAY" PODELL)	18 U.S.C. §371

INDICTMENT

THE GRAND JURY CHARGES:

COUNT ONE

(Conspiracy to Commit Health Care Fraud)

At times relevant to this Indictment:

THE MEDICARE PROGRAM

1. Medicare, a federal program administered by the Department of Health and Human Services (HHS), provided health care benefits for persons aged 65 and older, certain younger people with disabilities, and people with end-stage kidney disease.

2. Medicare is a health benefit program as defined by Title 18, United States Code, § 24(b).

3. HHS delegated the administration of the Medicare program to the Center for Medicare and Medicaid Services (CMS). In Indiana, CMS administered the Medicare program through a private insurance carrier. The private insurance carrier reviewed and processed claims for medical reimbursement submitted by

Medicare providers, and made payments on those claims appearing eligible for reimbursement under the Medicare program.

4. Enrolled providers of medical services to Medicare beneficiaries were eligible for reimbursement for covered medical services. By becoming a participating provider in Medicare, a provider agreed to abide by the rules, regulations, policies and procedures governing reimbursement, and to keep and allow access to records and information as required by Medicare. The State of Indiana required that these records be kept, and maintained for a period of seven years.

5. Medicare paid providers for medically necessary ambulance transportation to regularly scheduled, non-emergency dialysis appointments, if either, 1) the beneficiary was bed-confined, and it was documented that the beneficiary's condition was such that other methods of transportation were medically prohibited; or 2) if the beneficiary's condition, regardless of bed-confinement, was such that transportation by ambulance was medically required.

6. Obtaining a written order, certifying that medical necessity requirements for non-emergency medical transportation was met, is a further requirement for ambulance service providers. The certification of medical necessity had to be signed by the beneficiary's attending physician. The existence of a signed certification, however, did not alone demonstrate that ambulance transport was medically necessary. Meeting all other program criteria was required in order for the provider to be entitled to payment.

7. For a beneficiary to be considered “bed-confined” the following criteria had to be satisfied: 1) the beneficiary was unable to get up from bed without assistance; 2) the beneficiary was unable to walk, and 3) the beneficiary was unable to sit in a chair or a wheelchair.

8. If medical necessity was not shown, ambulance transportation was not covered by Medicare even if no other means of transportation was available to the patient. Medicare mandated that providers must bill for the level of service that the beneficiary actually needed.

9. To be paid for services rendered, a Medicare provider was required to submit a claim for payment either by mail or through the Medicare Claims Entry System.

10. Medicare providers were required to keep and maintain a written record of each patient transported. Such a record, sometimes referred to as a “run sheet” was required to be filled out by the ambulance driver or emergency medical technician on board the ambulance. The completed form was required to include, among other things, the beneficiary’s physical condition, any medical services performed while the beneficiary was in the ambulance and the reason why an ambulance was needed.

THE DEFENDANTS

11. Defendant Michael Wilson was a trained Emergency Medical Technician (EMT) who worked on crews with local ambulance transportation companies. In 2001, Wilson opened his own ambulance transportation business in

Winamac, Indiana, called Alliance EMS. Wilson enrolled Alliance as a Medicare provider and received Medicare provider training.

12. Defendant Jacqueline "Jay" Podell was a friend of Wilson and an EMT employed at Alliance EMS. In 2006, Podell moved into the front office and handled Alliance billing, including Medicare billing. Podell also received Medicare billing training.

13. Jacqueline Podell and Michael Wilson were both signatories on the Alliance business bank account.

14. In 2009, Michael Wilson ran into trouble with the Internal Revenue Service and claimed to dissolve Alliance EMS.

15. In 2010, Michael Wilson opened another ambulance transportation business with Jacqueline Podell called Transport Loving Care. The new ambulance transportation business, however, operated as Alliance EMS. Podell handled the billing for Transport Loving Care dba Alliance EMS.

16. In October 2010, Jacqueline Podell applied for Transport Loving Care to become a Medicare provider. The application to Medicare identified Podell as the manager/director of the business and Michael Wilson's wife as the CEO of the business.

17. Both Jacqueline Podell and Michael Wilson asserted an ownership interest in Transport Loving Care dba Alliance EMS.

18. Jacqueline Podell and Michael Wilson shared in the proceeds generated by the operation of Transport Loving Care dba Alliance EMS.

THE CONSPIRACY

19. During the period beginning 2010 and continuing through July 2014, in the Northern District of Indiana and elsewhere, the defendants

JACQUELINE “JAY” PODELL and MICHAEL WILSON,

did knowingly, intentionally and willfully combine, conspire, confederate and agree with each other to commit certain offenses against the United States, that is, to knowingly and willfully execute and attempt to execute, a scheme and artifice to a) defraud the Medicare health care benefit program; and b) to obtain hundreds of thousands of dollars owned by and under the custody and control of the Medicare health care benefit program by means of materially false and fraudulent pretenses, representations, and promises in connection with billing and payment for health care services, specifically ambulance transports of four Medicare beneficiaries to and from dialysis in violation of Title 18, United States Code, Section 1347.

20. It was the purpose and object of the conspiracy for Jacqueline Podell and Michael Wilson to obtain reimbursement from Medicare for ambulance transports of dialysis patients for whom the defendants knew reimbursement was not allowed by submitting and causing the submission of claims falsely representing the physical conditions and abilities of the dialysis patients being transported by ambulance.

MANNER AND MEANS OF THE CONSPIRACY

21. Jacqueline Podell and Michael Wilson submitted and caused to be submitted claims to Medicare falsely representing that ambulance services were provided to Medicare beneficiaries who were either bed-confined or in some other

condition for which transportation by any other means other than ambulance would be contraindicated and endanger the patients' health, when in fact, the defendants knew that such ambulance services were not medically necessary.

22. Jacqueline Podell and Michael Wilson submitted and caused to be submitted claims to Medicare that were materially false in that the claims falsely represented that ambulance transportation was provided to and from dialysis for only Medicare beneficiaries who were bed-confined or suffering from some other condition for which transportation by any means other than ambulance would be contraindicated and dangerous to the beneficiaries health, when, in fact, the defendants knew that the conditions of the transported patients did not meet Medicare's criteria for ambulance transportation to non-emergency, scheduled, repetitive ambulance service.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

23. From in or about 2010 through July 2014, Jacqueline Podell and Michael Wilson directed and caused employees to transport Medicare beneficiaries to and from dialysis by ambulance regardless of whether or not the beneficiaries were bed confined or had a medical condition for which transportation by any other means was, contraindicated.

24. From 2010 through July 2014, Jacqueline Podell and Michael Wilson, directed or caused employees to omit facts from run sheets to disguise the true nature of the physical condition/ability of the beneficiary being transported to and from dialysis.

25. From 2010 through approximately July 2014, Jacqueline Podell and Michael Wilson told ambulance staff who questioned the ambulance transport of beneficiaries capable of walking that “it doesn’t concern you” or that they were not going to bill Medicare for the run.

26. From 2010 through July 2014, Jacqueline Podell and Michael Wilson instructed employees that the word “walked” was a prohibited word and should not appear on run sheets for beneficiaries transported to and from dialysis.

27. From 2010 through July 2014, Jacqueline Podell and Michael Wilson would require run sheets using the word “walked” to describe the actions of the Medicare beneficiary being transported to be rewritten.

28. From 2010 through July 2014, Jacqueline Podell and Michael Wilson falsely claimed that they were exempted from Medicare’s medical necessity requirement for the transportation of people to dialysis because Medicare had a “rural exemption”.

29. From February 2012 through July 2014, Jacqueline Podell and Michael Wilson, did knowingly submit and cause to be submitted more than one hundred thousand dollars in ambulance transport claims for Medicare beneficiary PB that falsely representing that PB was either bed-confined or otherwise had a condition for which transportation by any means other than ambulance would be contraindicated or endanger PB’s health.

30. From February 2010 through July 2014, Jacqueline Podell and Michael Wilson, did knowingly submit and cause to be submitted more than one hundred thousand dollars in ambulance transport claims for Medicare beneficiary

TM falsely representing that TM was either bed-confined or otherwise had a condition for which transportation by means other than ambulance would be contraindicated or endanger TM's health.

31. From August 2010 through July 2014, Jacqueline Podell and Michael Wilson, did knowingly submit and cause to be submitted hundreds of thousands of dollars in ambulance transport claims for Medicare beneficiary HP falsely representing that HP was either bed-confined or otherwise had a condition for which transportation by means other than ambulance would be contraindicated or endanger HP's health.

32. From February 2011 through July 2014, Jacqueline Podell and Michael Wilson, did knowingly submit and cause to be submitted hundreds of thousands of dollars in ambulance transport claims for Medicare beneficiary CT falsely representing that CT was either bed-confined or otherwise had a condition for which transportation by means other than ambulance would be contraindicated or endanger CT's health.

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

THE GRAND JURY FURTHER CHARGES:

COUNTS TWO THROUGH FIVE

(Health Care Fraud)

1. Paragraphs 1 through 18 of Count One are re-alleged here.

SCHEME TO COMMIT HEALTH CARE FRAUD

2. On or about 2010 through July 2014, in the Northern District of Indiana and elsewhere, the defendants,

JACQUELINE “JAY” PODELL and MICHAEL WILSON

knowingly and willfully executed a scheme and artifice to obtain by means of materially false and fraudulent pretenses and representations money, specifically over \$100,000.00 under the custody and control of the Medicare health care benefit program, by submitting claims for payment, on behalf of Alliance EMS and Transport Loving Care dba Alliance EMS, for dialysis transportation provided to Medicare beneficiaries who did not qualify to have Medicare pay for ambulance transportation as the beneficiaries were physically capable of traveling by car, taxi or wheel chair van to and from their dialysis appointments.

ACTS OF HEALTH CARE FRAUD

3. On or about the dates listed below, in the Northern District of Indiana and elsewhere, Jacqueline Podell and Michael Wilson in connection with payments for ambulance transportation services did knowingly and willfully execute, and attempt to execute, the above described scheme and artifice to defraud the Medicare health benefit program and to obtain, by means of materially false and fraudulent pretenses and representations, money owned by and under the control of said

health care benefit program, through the submission of fraudulent claims seeking the identified dollar amounts United Mobile Care claimed it was owed for transporting Medicare beneficiaries to dialysis:

Count	Beneficiary	Claim Nos.	Claim Date	Claim Amount
2	HP	221813193368140 221813193368200	07/12/2013	\$1187.40
3	PB	221813203505090 221813203505170	07/22/13	\$1114.00
4	CT	221813232504560 221813232505160	08/20/13	\$722.81
5	TM	221813232504310 221813232505180	08/20/13	\$1109.37

All in violation of Title 18, United States Code, Section 1347.

THE GRAND JURY FURTHER CHARGES:

COUNT SIX
(Medicaid Health Care Fraud)

INTRODUCTION

At times material to this indictment:

1. Medicaid was a joint federal-state program administered by the states under federal guidance. The Indiana Medicaid program provided medical care to eligible individuals, including disabled and indigent families with dependent children.

2. Indiana Medicaid required individuals and businesses seeking to provide services through Indiana Medicaid to enroll in the program as providers.

3. Enrolled providers had to abide by the rules and regulations, policies and procedures governing reimbursement for the services they supplied to Medicaid recipients.

4. Providers who enrolled in the Indiana Medicaid program could only submit claims for medically and reasonably necessary services that were covered and actually rendered to Medicaid recipients under the program.

5. Indiana Medicaid provided direct payment to enrolled services providers. The federal government reimbursed the State of Indiana approximately two-thirds of each payment.

6. Indiana Medicaid paid authorized providers to transport Medicaid recipients to and from medical services. The rules and regulations regarding

transportation service providers were set out in the Indiana Health Coverage Provider Manual and on the State of Indiana's Medicaid provider website.

7. Indiana Medicaid paid approximately \$9.00, each way, for ambulatory (a rider who can walk) medical service transportation of ten miles or less. In instances where the medical service transportation exceeded ten miles, Indiana Medicaid paid mileage.

8. For non-ambulatory beneficiaries, Indiana Medicaid paid approximately \$18, each way, for wheel chair van medical service transportation. Where service transportation exceeded ten miles, Indiana Medicaid paid mileage.

9. The most expensive form of medical service transportation covered by Indiana Medicaid was ambulance transportation, which was approximately ten times more expensive than standard van transportation.

10. Indiana Medicaid was a health benefit program as defined under Title 18, United States Code, §24(b).

11. Jacqueline "Jay" Podell and Michael Wilson owned and operated Transport Loving Care dba Alliance EMS, which was an Indiana Medicaid provider.

12. Jacqueline "Jay" Podell and Michael Wilson handled the Medicaid billing for Transport Loving Care dba Alliance EMS.

SCHEME TO COMMIT MEDICIAD FRAUD

13. On or about June 2011 through December 2013 in the Northern District of Indiana and elsewhere, Jacqueline Podell and Michael Wilson knowingly and willfully executed a scheme and artifice to obtain by means of materially false and fraudulent pretenses and representations, money, specifically over \$10,000

under the custody and control of Indiana Medicaid, by submitting claims for payment on behalf of Transport Loving Care dba Alliance EMS, for medical transportation provided to Indiana Medicaid beneficiary TM who did not qualify to have Medicaid pay for ambulance transportation as he was physically capable of traveling by car, taxi or wheel chair van to and from his medical appointments.

ACT OF MEDICAID FRAUD

14. On or about December 20, 2013, in the Northern of Indiana and elsewhere, defendants

JACQUELINE “JAY” PODELL and MICHAEL WILSON

in connection with payments for ambulance transportation services from Indiana Medicaid did knowingly and willfully execute, and attempt to execute, the above described scheme and artifice to defraud Indiana Medicaid health benefit program by means of materially false and fraudulent pretenses and representations, money owned by and under the control of said health care benefit program, through the submission of a fraudulent claim seeking \$558.97 for transporting Indiana Medicaid beneficiary TM by ambulance, to and from a medical appointment, when ambulance transportation for TM was not medically necessary .

All in violation of Title 18, United States Code, Section 1347.

FORFEITURE ALLEGATION

1. The allegations contained in Counts 1 through 6 of this indictment are alleged and incorporated by reference for purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 982(a)(7).

2. Upon conviction of any of the Counts 1 through 6 of this indictment and pursuant to Title 18, United States Code, Section 982(a) (7) defendants JACQUELINE “JAY” PODELL and MICHAEL WILSON shall forfeit to the United States any property, real or personal, that is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense.

3. If any of the property described above, 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;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without
difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

All pursuant to Title 18, United States Code, Section 982(a) (7) and Title 28,
United States Code, Section 2461(c).

A TRUE BILL:

/s/ FOREPERSON
FOREPERSON

APPROVED:

THOMAS L. KIRSCH II
UNITED STATES ATTORNEY

BY: /s/ Diane L. Berkowitz
Diane L. Berkowitz
Assistant United States Attorney