UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. S1-4:19-cr-00858-HEA
	)	
JAIME LYNN SLADE,	)	
	)	
Defendant.	)	

SUPERSEDING INFORMATION

The Attorney for the United States charges:

COUNT 1
MAKING OR PRESENTING A FALSE, FICTITIOUS, OR FRAUDULENT CLAIM
18 U.S.C. §§ 287 and 2(a)

Introduction

1. At all relevant times, the defendant was a licensed registered nurse in Missouri, who was employed by Antoine Adem, M.D. ("Dr. Adem"), at Midwest Cardiovascular, Inc.

2. At all relevant times, Dr. Adem was a medical doctor licensed in the state of Missouri. Dr. Adem provided services to patients insured by Medicare, Medicaid, and private insurance companies.

3. At all relevant times, Midwest Cardiovascular, Inc. was a Missouri corporation. Dr. Adem served as the president of Midwest Cardiovascular from its inception in 2008.

Relevant Medicare Provisions

4. The United States Department of Health and Human Services, through the Centers for Medicare and Medicaid Services (CMS), administers the Medicare Program, which is a federal health benefits program for the elderly and disabled. Medicare Part B reimburses

health care providers for covered health services that they provide to Medicare beneficiaries in outpatient settings.

5. CMS acts through fiscal agents called Medicare Administrative Contractors or "MACs" which are statutory agents for CMS for Medicare Part B. The MACs are private entities that review claims and make payments to providers for services rendered to Medicare beneficiaries. Wisconsin Physicians Service Insurance Corporation (WPS) is the Part B MAC for Eastern Missouri and thus processes Dr. Adem's and Midwest Cardiovascular's claims for Medicare reimbursement.

6. To receive Medicare reimbursement, providers must make appropriate application to the MAC and execute a written provider agreement. The provider agreement obligates the provider to know, understand, and follow all Medicare regulations and rules. After successful completion of the application process, the MAC assigns the provider a unique provider number, which is a necessary identifier for billing purposes.

7. Medicare providers must retain clinical records for the period required by State law or five years from date of discharge if there is no requirement in State law.

Relevant Missouri Medicaid Provisions

8. MO HealthNet administers the Missouri Medicaid Program, which is jointly funded by the State of Missouri and the federal government. Missouri Medicaid reimburses health care providers for covered services rendered to low-income Medicaid recipients.

9. A Medicaid provider must enter into a written agreement with MO HealthNet to receive reimbursement for medical services to Medicaid recipients and must agree to abide by MO HealthNet's regulations in rendering and billing for those services.

10. Medicaid providers must retain, for five years from the date of service, fiscal and

medical records that reflect and fully document services billed to Medicaid, and must furnish or make the records available for inspection or audit by the Missouri Department of Social Services or its representative upon request. Failure to furnish, reveal, or retain adequate documentation for services billed to the Medicaid Program may result in recovery of the payments for those services not adequately documented and may result in sanctions to the provider's participation in the Medicaid Program. This policy continues to apply in the event of the provider's discontinuance as an actively participating Medicaid provider through the change of ownership or any other circumstance.

Current Procedural Terminology (CPT) Codes

11. In presenting reimbursement claims to health insurance companies, health care providers use numeric codes, known as "CPT Codes," to describe the service they provide. The CPT codes are contained in the Physicians Current Procedural Terminology manual. The CPT manual is published by the American Medical Association (AMA) and its body of physicians of every specialty, who determine appropriate definitions for the codes. By submitting claims using these CPT codes, providers represent to the insurance companies and their patients that the services described by the codes were in fact provided.

12. Reimbursement rates for the CPT codes are set through a fee schedule, which establishes the maximum amount that the provider will be paid for a given service, as identified by the CPT code.

13. CPT code 37241 is the code used to report vascular embolization and occlusion, which is a minimally invasive procedure defined as the therapeutic introduction of various substances into circulation to occlude or block vessels either to arrest or prevent hemorrhaging; to devitalize a structure, tumor or organ by occluding its blood supply; or to reduce blood flow to

an arteriovenous malformation.

14. CPT 36478 is the code used to report endovenous ablation therapy of incompetent veins, which is the use of a laser or high-frequency radio waves to create local heat to close off a varicose or incompetent vein.

Fraud Scheme Related to Varicose Vein Procedures

15. Medicare does not pay for the treatment of varicose veins for purely cosmetic purposes. However, Medicare will pay for the treatment of varicose veins when medically necessary. Surgical intervention, such as vascular embolization and occlusion, may be covered when conservative measures such as exercise, periodic leg elevation, weight loss, compressive therapy, and avoidance of prolonged immobility prove unsuccessful.

16. The Defendant, as directed by Dr. Adem, scheduled two vein procedures to be performed on certain patients in one day. The Defendant used an office planner to note that both surgeries were to be performed on the same day. This information was also included in the electronic calendar and schedule that the office maintained. Further, the patient consent forms and all other documents related to the surgeries for these patients show that the two procedures were performed on the same day.

17. On the dates of the surgeries, Dr. Adem made hand-written surgery notes that indicated that he had performed the vein procedures on two different dates. On the dates of the surgeries, Dr. Adem gave these false notes to the Defendant and she was present in the room and assisting him during the surgeries.

18. The Defendant scanned Dr. Adem's hand-written notes into the patients' permanent electronic medical record (EMR). Because she was present during the surgeries and had Dr. Adem's hand-written notes, the Defendant could have easily determined that Dr. Adem's

surgery notes falsely and fraudulently indicated that the two vein procedures had been performed on two separate days, when in fact the two vein procedures were performed on the same day.

19. The Defendant was willfully blind in that she deliberately avoided inquiring as to how the surgeries would be billed and under the circumstances should have known there was a high probability that the claims would indicate the patients received the surgeries on two different days, as falsely indicated in Dr. Adem's surgery notes. The Defendant deliberately closed her eyes to what would otherwise have been obvious to her and avoided confirming the high probability that the billing staff at Midwest Cardiovascular would rely on Dr. Adem's false and fraudulent surgery notes and bill the two surgeries as occurring on two separate days.

20. On each of the dates of services listed below, the Defendant scheduled two vein procedures to be performed on each of the listed patients on a Friday, obtained the consent of the patient on the scheduled Friday, and assisted Dr. Adem in the two vein procedures on the same Friday.

S.E.	Date of Service 8/28/15
E.G.	Date of Service 1/16/15
F.J.	Date of Service 9/18/15
D.P.	Date of Service 10/9/15
S.H.	Date of Service 3/10/17

21. The Defendant aided and abetted Dr. Adem in causing false and fraudulent reimbursement claims, reflecting vein procedures performed on two different days, to be submitted to Medicare. The false information contained in the claims was material to Medicare's decision to pay the claims. As a result of the false information in the claims, Dr. Adem received about $2000 more for each patient than he would have received if he had informed Medicare and the other insurers that the two vein procedures were performed on the same day.

22. From in or about 2015 to in or about 2017, the Defendant aided and abetted Dr.

Adem in submitting numerous false and fraudulent claims to Medicare and Medicaid. As a result of these fraudulent claims, Medicare paid Dr. Adem and Midwest Cardiovascular $149,199.00, more than they were entitled to receive.

23. On or about December 31, 2015, in the Eastern District of Missouri,

JAIME LYNN SLADE,

the defendant herein, did aid and abet Dr. Adem in making and presenting a reimbursement claim, to an agency of the United States, knowing that such claim was false and fraudulent, that is, the Defendant aided and abetted Dr. Adem and Midwest Cardiovascular in submitting to the Medicare Program a reimbursement claim which falsely and fraudulently stated that Dr. Adem had performed a vascular embolization and occlusion procedure on Patient S.E. on August 31, 2015, when the Defendant knew no service had been provided on that date.

All in violation of Title 18, United States Code, Sections 287 and 2(a).

Respectfully submitted,

CARRIE COSTANTIN
Attorney for the United States
Acting Under Authority
Conferred by 28 U.S.C. § 515

Dorothy L. McMurtry

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UNITED STATES OF AMERICA)
EASTERN DIVISION)
EASTERN DISTRICT OF MISSOURI)

I, Dorothy L. McMurtry, Assistant United States Attorney for the Eastern District of Missouri, being duly sworn, do say that the foregoing information is true as I verily believe.

Dorothy L. McMurtry
DOROTHY L. McMURTRY, #37727(MO)

Subscribed and sworn to before me this 4th day of September, 2020.

Gregory J. Linhares
CLERK, U.S. DISTRICT COURT

By: Carol A. Braun
DEPUTY CLERK