HOT TOPICS

May 27, 2016

FRAUD/ABUSE

Employee of Ambulance Company Sentenced for Fraud: An employee of Pennsylvania ambulatory company was sentenced to 37 months in prison and 3 years supervised release, and is to pay over $2 million in restitution. The employee allegedly billed Medicare for services provided to patients who did not meet eligibility requirements. In total, Medicare reimbursed the company for more than $2 million in claims that were fraudulently submitted by the employee. For more information, visit <https://www.justice.gov/usao-edpa/pr/ambulance-company-employee-sentenced-37-months-prison>

Doctor to Pay $5.25 Million to Resolve False Billing Allegations: A New Jersey doctor and his two companies are to pay $5.25 million after allegedly submitting false claims to Medicare and Medicaid. The doctor and his companies allegedly submitted claims to Medicare and Medicaid for tests that were either not performed or were performed by parties who were not qualified to do so. Visit <https://www.justice.gov/usao-nj/pr/new-jersey-doctor-two-companies-agree-pay-525-million-allegedly-submitting-bogus-claims> for more information.

Owner of Diagnostics Company Convicted for Fraud Resulting in Death: The owner of a Maryland diagnostics company, whose client’s included skilled nursing facilities, has been convicted of various health care fraud charges, including health care fraud resulting in death, after recovering over $7.5 million in false claims from Medicare and Medicaid. The man employed unqualified parties to interpret x-rays, ultrasounds, and cardiology exams which ultimately led to missed diagnoses of two patients who later died as a result. The owner faces a potential sentence of life in prison for each count of health care fraud resulting in death plus additional time for the other fraud charges. For more information, visit <https://www.justice.gov/usao-md/pr/maryland-health-care-provider-convicted-patient-deaths>

EMPLOYMENT

CNA Sues for Pregnancy Discrimination: A Pennsylvania CNA has sued her former employer, Riverside Rehabilitation and Nursing Center, claiming that she faced discrimination and was ultimately fired due to her pregnancy. The CNA requested that she receive light-duty, but the facility instead placed her on unpaid medical leave and only occasionally provided her with light-duty assignments. She was fired shortly after filing her discrimination complaint and before the birth of her child, and therefore was not covered through the facility’s insurance coverage at the time of the birth. She is seeking back pay and future pay in the discrimination and retaliation lawsuit. For more information, visit <http://thetimes-tribune.com/news/taylor-woman-sues-nursing-home-for-pregnancy-discrimination-1.2007676>

OF INTEREST

Virginia Considering Bill Updating Law Regarding Cameras in LTC Facilities: Virginia passed a law in 2013 allowing cameras in long-term care facilities. However, the law as it is written now contains a provision allowing nursing homes and assisted living facilities the ability to refuse such monitoring devices. The daughter of a former resident of a VA nursing home was responsible for the passage of the 2013 law, and is now taking her fight to VA’s Congress, asking them to remove this refusal provision. The bill has passed in the Senate and is currently awaiting a vote in the House. For more information, visit <http://pilotonline.com/news/local/health/bill-would-require-long-term-care-facilities-to-allow-cameras/article_7a3876e3-3566-5e42-a58b-9d0bff562ec0.html>

Courts Changing Views of Arbitration Clauses: When a man tried to sue a nursing home for wrongful death following the murder of his mother at the hands of her roommate, he learned that he was barred from doing so due to the arbitration clause buried within the contract that he had signed on behalf of his mother upon her admission. However, he will now get his chance in front of a Massachusetts state court who will hear his complaint against the nursing home after arguing that he did not have the authority to bind his mother to such a clause.

This scenario reflects the changing attitudes of many appeals courts in the US who are shifting their views from strictly upholding arbitration clauses to invalidating them when such agreements are signed by family members of residents, not the residents themselves. Visit <http://www.nytimes.com/2016/02/22/business/dealbook/pivotal-nursing-home-suit-raises-a-simple-question-who-signed-the-contract.html?smid=tw-share&_r=1> for more information.