

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

UNITED STATES OF AMERICA : **CRIMINAL NO.** _____
v. : **DATE FILED:** _____
JOSEPH J. KUBACKI : **VIOLATIONS:**
: **18 U.S.C. § 1347 (health care fraud**
: **- 72 counts)**
: **18 U.S.C. § 1035 (false statements in a**
: **health care matter - 72 counts)**

INDICTMENT

COUNTS ONE THROUGH SEVENTY-TWO

(Health Care Fraud)

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

INTRODUCTION

Defendant

1. Defendant JOSEPH J. KUBACKI was the Chairperson of the Ophthalmology Department of the Temple University School of Medicine, located on the Health Science Campus of Temple University in Philadelphia, Pennsylvania. KUBACKI was a medical doctor licensed in Pennsylvania with an expertise in pediatric ophthalmology.

2.. Defendant JOSEPH J. KUBACKI served as Professor and as Assistant Dean for Medical Affairs at the Temple University School of Medicine.

3. As a physician on the faculty of the Temple University School of Medicine, defendant JOSEPH J. KUBACKI received a salary and bonus from Temple

University. The total amount of KUBACKI's annual bonus was based in part on the amount of yearly revenue that he generated by providing medical care to patients of the Temple University Hospital.

4. For approximately two to three days per week, defendant JOSEPH J. KUBACKI was not present in the Ophthalmology Department at the main campus of the Temple University Hospital because he was seeing pediatric patients in a satellite office located in Broomall, Pennsylvania.

Temple University School of Medicine and Hospital

5. The Temple University School of Medicine (TUSM) was comprised of full-time clinical faculty and part-time and volunteer faculty. Each clinical department of TUSM was engaged in education, patient care and research. Faculty in these departments provided both clinical curriculum development and core teaching of medical students, residents, and fellows.

6. Temple University Hospital (TUH) was a non-profit corporation licensed by the Commonwealth of Pennsylvania to provide in-patient and out-patient hospital services with a place of business at 3401 N. Broad Street, Philadelphia, Pennsylvania. TUH was part of the Temple University Health System (TUHS) and was adjacent to TUSM, and both facilities served as TUSM's major clinical teaching sites.

7. Temple University Physicians (TUP) was the billing name for the clinical faculty practice plan for TUSM. TUP billed health care benefit programs for services rendered by physicians within the practice plan, including for services rendered by defendant JOSEPH J. KUBACKI.

8. TUH was considered a “teaching hospital” because it sponsored residency programs approved by the Accreditation Council for Graduate Medical Education (ACGME). A residency program was a Graduate Medical Education (GME) program accredited to provide a structured educational experience designed to conform to the program requirements of a particular specialty. A “resident” was a physician who participated in a graduate medical education program. A “teaching physician” was a physician (other than another resident) who involved residents in the care of his or her patients.

Residency Program in Ophthalmology

9. Ophthalmology was a branch of medicine dealing with the structure, functions, and diseases of the eye. Because ophthalmologists performed operations on eyes, they were generally considered to be both medical and surgical specialists.

10. TUH sponsored a residency program in the specialty of ophthalmology (the “Residency Program”). The Residency Program was a three-year program in which residents typically were assigned to spend eight months of their first year and eight months of their third year working in the Ophthalmology Department at the main campus location of TUH. The residents rotated to other locations during the remaining parts of their residency period. No resident physicians worked at the Broomall satellite office.

11. While assigned to the main campus location of TUH, first-year and third-year residents saw and treated adult patients in a clinical program (the “Clinic”), which was run in the offices of the Ophthalmology Department. The Clinic was an out-patient program that typically operated weekdays in the morning and in the afternoon. Two first-year residents and two third-year residents generally participated in each Clinic session. In some cases, after being

evaluated by a resident physician, a patient would also be seen and evaluated by an experienced attending physician, who would agree or disagree with the resident's evaluation and management of the patient. While the Clinic was operating, there were usually two attending physicians who acted as teaching physicians for the residents and were available to see patients from the Clinic. No Clinic patients were seen at the Broomall satellite office.

12. As part of the Residency Program, attending physicians also gave regular lectures to residents on various subjects pertaining to the practice of ophthalmology.

Medical Billing

13. TUSM and TUH were not permitted to bill for services rendered to Clinic patients seen only by resident physicians in the Residency Program. Rather than obtain revenue by billing for services rendered by resident physicians, teaching hospitals such as TUH received federal GME payments via the ACGME for resident services.

14. Unlike resident physicians, attending physicians who saw Clinic patients were permitted by applicable regulations and by TUH and TUSM policies to bill for services rendered to Clinic patients. However, in order to bill for services rendered to Clinic patients, an attending physician was required to have actually seen the patient and to have participated personally in the patient's care up to the level of service billed. Participation was defined as either personally performing the key portions of the service or observing the resident perform the key components. If the attending physician was not physically present in the same room as the patient during the key portions of the service, then the attending physician was forbidden from billing for services rendered to that patient.

15. In order for an attending physician to bill for services rendered to a Clinic patient, the attending physician was also required to document personally the participation of the attending physician in the management of the patient, and further to document that the attending physician performed the service or was physically present during the key or critical portions of the service when performed by the resident. The attending physician created such documentation by writing notes in a patient's medical records, also known as a patient's "chart." After personally making these notes and signing the patient's chart, the attending physician would typically fill out a fee slip for the services to be billed. A staff employee in the Ophthalmology Department would then take the patient's chart and the fee slip in order to process the billing of the services provided to the Clinic patient.

Compliance Training

16. TUSM required its clinical faculty physicians, including the attending physicians in the Ophthalmology Department, to attend annual compliance training sessions regarding proper billing procedures and billing requirements.

17. As part of the annual compliance training sessions, instructors advised the attendees of the training sessions that an attending physician was not permitted to bill for services rendered to a patient unless the attending physician was physically present in the same room as the patient during the key portions of the service.

18. Defendant JOSEPH J. KUBACKI attending the annual billing compliance training sessions on or about the following dates: December 16, 2003; February 24, 2005; April 17, 2006; and May 16, 2007.

19. As part of the TUSM billing compliance program, certain staff members of the various departments of TUSM were designated as compliance representatives. Staff employee A.P. served as a compliance representative for the Ophthalmology Department.

20. A.P. attended several compliance committee meetings in which she was instructed to tell all of the attending physicians in her department that if any doctor signs a chart of a patient that the doctor did not actually see, the doctor was committing fraud, could lose his license, and could go to jail.

21. On several different occasions, A.P. directly advised defendant JOSEPH J. KUBACKI that if a doctor signs a chart of a patient that the doctor did not actually see, the doctor was committing fraud, could lose his license, and could go to jail.

THE SCHEME TO DEFRAUD

22. From on or about July 1, 2002 or earlier to in or about October 2007, defendant

JOSEPH J. KUBACKI

knowingly and willfully executed, and attempted to execute, a scheme or artifice to defraud more than nine health care benefit programs, including those listed below, and to obtain, by means of false and fraudulent pretenses, representations and promises, money and property owned by, or under the custody or control of each of those health care benefit programs by submitting false and fraudulent claims for reimbursement.

MANNER AND MEANS

It was part of the scheme that:

23. Defendant JOSEPH J. KUBACKI directed staff employees in the Ophthalmology Department, including K.B., an individual known to the grand jury who was the Administrator of the Ophthalmology Department, to bring to his office the charts of patients seen by physicians in the Ophthalmology Department. As a result, large stacks of patient charts frequently were stacked outside KUBACKI's office door at the main campus of TUH.

24. After defendant JOSEPH J. KUBACKI collected the patient charts, he would make notations in the charts falsely indicating that he had personally seen and evaluated the patients. KUBACKI would then sign the patient charts and would fill out fee slips for the services that he falsely claimed to have provided to the patients.

25. Defendant JOSEPH J. KUBACKI caused thousands of false claims to be submitted to health care benefit programs with false charges totaling over \$3 million for services rendered to patients whom KUBACKI did not personally see or evaluate.

26. Defendant JOSEPH J. KUBACKI, whose specialty is in pediatric ophthalmology, rarely saw adult patients as an attending physician in the Clinic program in the Ophthalmology Department at TUH.

27. Defendant JOSEPH J. KUBACKI caused thousands of false claims to be submitted to health care benefit programs for patients seen at the main campus of TUH on days that KUBACKI was not present at the main campus of TUH because he was seeing patients in the satellite office in Broomall, Pennsylvania.

28. On days that defendant JOSEPH J. KUBACKI was present at the main campus of TUH, resident physicians in the Clinic program rarely asked KUBACKI to see their Clinic patients. For almost all of their Clinic patients, the resident physicians sought out

attending physicians other than KUBACKI, in part due to their concerns that KUBACKI regularly abused alcohol on days that he worked at the main campus of TUH.

29. Defendant JOSEPH J. KUBACKI also caused false claims to be submitted for patients seen at the main campus of TUH on days that KUBACKI was not present at the main campus of TUH because he was traveling. For example:

a. KUBACKI made false notations in patient charts indicating that he had seen and evaluated adult Clinic patients who were treated at the Clinic from January 25, 2006 through January 27, 2006, when, in fact, KUBACKI was actually in Sarasota, Florida during those dates.

b. KUBACKI made false notations in patient charts indicating that he had seen and evaluated adult Clinic patients who were treated at the Clinic from November 13, 2006 and November 14, 2006, when, in fact, KUBACKI was actually in Las Vegas, Nevada during those dates.

c. KUBACKI made false notations in patient charts indicating that he had seen and evaluated adult Clinic patients who were treated at the Clinic on February 2, 2007, when, in fact, KUBACKI was actually in Indian Wells, California on that date.

30. As part of their rotations at the main campus of TUH, resident physicians also periodically saw and evaluated patients who were in the emergency room or who had otherwise been admitted to TUH. Defendant JOSEPH J. KUBACKI directly instructed resident physicians in the Residency Program to make false notations on the charts of patients seen by the residents during inpatient and emergency room consults. More specifically, KUBACKI told resident physicians to make notations in the charts of such patients indicating that KUBACKI

had seen and evaluated the patients as the attending physician, when in fact, KUBACKI had not seen or evaluated the patients.

31. Defendant JOSEPH J. KUBACKI caused to be submitted claims for payment by Medicare, private insurance companies and health care benefit plans and contracts. The private health insurance companies, plans and contracts included Aetna, Inc. (“Aetna”), Bravo Health, Inc. (“Bravo Health”), Health Partners, Health District (a contract with the City of Philadelphia), Highmark Blue Cross Blue Shield (“Highmark”), Independence Blue Cross (“IBC”), Keystone Mercy Health Plan (“Keystone Mercy”) and Senior Partners Medicare Plan (“Senior Partners”). Medicare and each of the private health insurance companies, plans and contracts are “health care benefit programs” as defined in 18 U.S.C. § 24(b).

32. Based on the fraudulent claims that defendant JOSEPH J. KUBACKI caused to be submitted to health care benefit programs, the health care benefit programs made payments to TUP in excess of \$1.5 million.

33. By falsely inflating the total amount of his billings, defendant JOSEPH J. KUBACKI sought to increase his total compensation. During numerous conversations with the Chief Financial Officer of TUP, KUBACKI cited the financial performance of the Ophthalmology Department as a reason for why KUBACKI deserved an increase in compensation. KUBACKI also regularly petitioned for increases in compensation for Administrator K.B.

34. Due to his abuse of alcohol, defendant JOSEPH J. KUBACKI was unable to see and treat as many patients as he otherwise would have been able to see and treat. By falsely inflating the total amount of his billings, KUBACKI attempted to make himself appear

more productive than he actually was as a practicing physician in the Ophthalmology Department. In so doing, KUBACKI was able to retain his prestigious position as Chairperson of the Ophthalmology Department.

35. On or about each of the dates listed below, in Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendant

JOSEPH J. KUBACKI

knowingly and willfully executed a scheme and artifice to defraud each of the health care benefit programs listed below, and to obtain money and property owned by and under the custody and control of that health care benefit program 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, by submitting and causing to be submitted fraudulent health care insurance claims for services purportedly provided to each of the individuals listed below, in the approximate amounts listed below (each claim constituting a separate count of this indictment):

COUNT	APPROXIMATE DATE OF CLAIM	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM	APPROXIMATE AMOUNT BILLED	KUBACKI LOCATION ON VISIT DATE
1	2/1/06	C.C. 1/25/06	Keystone Mercy	\$290	Sarasota, FL
2	2/1/06	R.T. 1/25/06	Health Partners	\$290	Sarasota, FL
3	2/1/06	S.B. 1/27/06	Health District	\$410	Sarasota, FL
4	2/1/06	M.Br. 1/27/06	Bravo Health	\$410	Sarasota, FL
5	2/1/06	M.G. 1/27/06	Health District	\$410	Sarasota, FL

COUNT	APPROXIMATE DATE OF CLAIM	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM	APPROXIMATE AMOUNT BILLED	KUBACKI LOCATION ON VISIT DATE
6	2/2/06	J.A. 1/25/06	Medicare	\$410	Sarasota, FL
7	2/23/06	E.G. 1/27/06	Aetna	\$290	Sarasota, FL
8	4/6/06	W.B. 3/28/06	Medicare	\$210	Lancaster, PA
9	4/6/06	H.C. 3/28/06	Health District	\$290	Lancaster, PA
10	4/6/06	L.C. 3/28/06	Medicare	\$300	Lancaster, PA
11	4/6/06	T.G. 3/29/06	Senior Partners	\$180	Lancaster, PA
12	4/6/06	N.H. 3/29/06	IBC	\$300	Lancaster, PA
13	4/7/06	G.C. 3/28/06	Health District	\$410	Lancaster, PA
14	5/5/06	F.O. 3/29/06	Senior Partners	\$300	Lancaster, PA
15	9/26/06	A.W. 9/26/06	IBC	\$410	Lancaster, PA
16	9/30/06	J.Ba. 9/26/06	Bravo Health	\$210	Lancaster, PA
17	9/30/06	W.H. 9/26/06	Senior Partners	\$410	Lancaster, PA
18	9/30/06	C.M. 9/26/06	Health District	\$410	Lancaster, PA
19	10/4/06	M.I. 9/27/06	IBX	\$210	Lancaster, PA
20	10/4/06	B.K. 9/27/06	Senior Partners	\$180	Lancaster, PA

COUNT	APPROXIMATE DATE OF CLAIM	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM	APPROXIMATE AMOUNT BILLED	KUBACKI LOCATION ON VISIT DATE
21	10/4/06	M.L. 9/27/06	Senior Partners	\$410	Lancaster, PA
22	11/17/06	M.Be. 11/13/06	Medicare	\$410	Las Vegas, NV
23	11/17/06	J.Br. 11/13/06	Senior Partners	\$410	Las Vegas, NV
24	11/17/06	C.P. 11/13/06	IBC	\$410	Las Vegas, NV
25	12/8/06	Q.H. 11/14/06	Health District	\$290	Las Vegas, NV
26	12/8/06	I.R. 11/14/06	IBC	\$230	Las Vegas, NV
27	2/6/07	C.S. 1/23/07	Keystone Mercy	\$95	Broomall Office
28	2/6/07	B.J. 1/23/07	IBC	\$300	Broomall Office
29	2/7/07	L.A. 1/23/07	Health District	\$300	Broomall Office
30	2/19/07	D.J. 2/2/07	Bravo Health	\$90	Indian Wells, CA
31	2/20/07	I.M. 2/20/07	Senior Partners	\$300	Broomall Office
32	2/26/07	H.R. 2/23/07	Highmark	\$410	Broomall Office
33	2/27/07	P.D. 2/2/07	Health District	\$410	Indian Wells, CA
34	2/28/07	H.H. 2/20/07	Keystone Mercy	\$410	Broomall Office
35	2/28/07	M.Ba. 2/20/07	Health District	\$300	Broomall Office

COUNT	APPROXIMATE DATE OF CLAIM	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM	APPROXIMATE AMOUNT BILLED	KUBACKI LOCATION ON VISIT DATE
36	2/28/07	R.P. 2/23/07	Medicare	\$1,180	Broomall Office
37	3/1/07	D.P. 2/23/07	Health District	\$410	Broomall Office
38	3/21/07	I.A. 3/20/07	Health District	\$410	Broomall Office
39	3/21/07	K.T. 3/20/07	Health District	\$410	Broomall Office
40	3/26/07	M.S. 2/2/07	IBC	\$120	Indian Wells, CA
41	3/28/07	G.J. 3/20/07	Health District	\$95	Broomall Office
42	3/28/07	J.P. 3/23/07	Bravo Health	\$300	Broomall Office
43	3/29/07	J.F. 3/27/07	Bravo Health	\$410	Lancaster, PA
44	3/29/07	J.K. 3/27/07	Medicare	\$90	Lancaster, PA
45	3/29/07	T.Sp. 3/27/07	Highmark	\$180	Lancaster, PA
46	3/30/07	B.N. 3/26/07	Medicare	\$290	Lancaster, PA
47	3/30/07	S.W. 3/26/07	Medicare	\$410	Lancaster, PA
48	4/3/07	C.M. 3/23/07	Bravo Health	\$210	Broomall Office
49	4/3/07	B.W. 3/26/07	Medicare	\$180	Lancaster, PA
50	4/4/07	G.B. 3/23/07	Senior Partners	\$2,880	Broomall Office

COUNT	APPROXIMATE DATE OF CLAIM	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM	APPROXIMATE AMOUNT BILLED	KUBACKI LOCATION ON VISIT DATE
51	4/26/07	A.L. 4/24/07	Senior Partners	\$410	Broomall Office
52	4/27/07	D.B. 4/24/07	IBC	\$410	Broomall Office
53	4/30/07	J.Ba. 4/24/07	Health Partners	\$210	Broomall Office
54	4/30/07	T.M. 4/27/07	IBC	\$120	Broomall Office
55	4/30/07	C.R. 4/27/07	IBC	\$300	Broomall Office
56	4/30/07	G.C. 4/27/07	Bravo Health	\$480	Broomall Office
57	5/18/07	M.H. 5/15/07	Medicare	\$300	Broomall Office
58	5/18/07	M.K. 5/15/07	Health District	\$210	Broomall Office
59	5/18/07	A.S. 5/18/07	IBC	\$410	Broomall Office
60	5/18/07	R.M. 5/18/07	Senior Partners	\$410	Broomall Office
61	5/22/07	L.N. 5/15/07	Keystone Mercy	\$300	Broomall Office
62	5/30/07	O.G. 5/18/07	Keystone Mercy	\$210	Broomall Office
63	6/26/07	C.R. 6/22/07	Senior Partners	\$410	Broomall Office
64	6/27/07	E.U. 6/22/07	Senior Partners	\$300	Broomall Office
65	6/28/07	D.O. 6/22/07	Keystone Mercy	\$210	Broomall Office

COUNT	APPROXIMATE DATE OF CLAIM	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM	APPROXIMATE AMOUNT BILLED	KUBACKI LOCATION ON VISIT DATE
66	7/23/07	F.C. 7/17/07	IBC	\$300	Broomall Office
67	7/23/07	M.D. 7/17/07	Keystone Mercy	\$120	Broomall Office
68	7/23/07	C.K. 7/17/07	IBC	\$300	Broomall Office
69	9/28/07	E.J. 9/24/07	Bravo Health	\$300	Lancaster, PA
70	10/1/07	J.Bu. 9/24/07	Medicare	\$210	Lancaster, PA
71	10/1/07	D.F. 9/24/07	Medicare	\$95	Lancaster, PA
72	10/10/07	T.Sc. 9/25/07	IBC	\$210	Lancaster, PA

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

COUNTS SEVENTY-THREE THROUGH ONE HUNDRED AND FORTY-FOUR

(False Statements in a Health Care Matter)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 34 of Counts 1 through 72 are incorporated here.
2. On or about each of the dates listed below, in Philadelphia, in the Eastern

District of Pennsylvania, and elsewhere, defendant

JOSEPH J. KUBACKI,

in matters involving the health care benefit programs listed below, knowingly and willfully made materially false, fictitious, and fraudulent statements and representations, in connection with the delivery of and payment for health care benefits, items, and services, in that, in connection with fraudulent billings, defendant KUBACKI made false statements in the medical records of patients (each patient's file constituting a separate count of this indictment) attesting that he had personally seen the patients set forth below, when, as defendant KUBACKI knew, he had created these false records solely for the purpose of submitting fraudulent billings to health care benefit programs:

COUNT	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM
73	C.C. 1/25/06	Keystone Mercy
74	R.T. 1/25/06	Health Partners
75	S.B. 1/27/06	Health District
76	M.Br. 1/27/06	Bravo Health

COUNT	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM
77	M.G. 1/27/06	Health District
78	J.A. 1/25/06	Medicare
79	E.G. 1/27/06	Aetna
80	W.B. 3/28/06	Medicare
81	H.C. 3/28/06	Health District
82	L.C. 3/28/06	Medicare
83	T.G. 3/29/06	Senior Partners
84	N.H. 3/29/06	IBC
85	G.C. 3/28/06	Health District
86	F.O. 3/29/06	Senior Partners
87	A.W. 9/26/06	IBC
88	J.Ba. 9/26/06	Bravo Health
89	W.H. 9/26/06	Senior Partners
90	C.M. 9/26/06	Health District
91	M.I. 9/27/06	IBX
92	B.K.	Senior Partners

COUNT	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM
	9/27/06	
93	M.L. 9/27/06	Senior Partners
94	M.Be. 11/13/06	Medicare
95	J.Br. 11/13/06	Senior Partners
96	C.P. 11/13/06	IBC
97	Q.H. 11/14/06	Health District
98	I.R. 11/14/06	IBC
99	C.S. 1/23/07	Keystone Mercy
100	B.J. 1/23/07	IBC
101	L.A. 1/23/07	Health District
102	D.J. 2/2/07	Bravo Health
103	I.M. 2/20/07	Senior Partners
104	H.R. 2/23/07	Highmark
105	P.D. 2/2/07	Health District
106	H.H. 2/20/07	Keystone Mercy
107	M.Ba. 2/20/07	Health District

COUNT	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM
108	R.P. 2/23/07	Medicare
109	D.P. 2/23/07	Health District
110	I.A. 3/20/07	Health District
111	K.T. 3/20/07	Health District
112	M.S. 2/2/07	IBC
113	G.J. 3/20/07	Health District
114	J.P. 3/23/07	Bravo Health
115	J.F. 3/27/07	Bravo Health
116	J.K. 3/27/07	Medicare
117	T.Sp. 3/27/07	Highmark
118	B.N. 3/26/07	Medicare
119	S.W. 3/26/07	Medicare
120	C.M. 3/23/07	Bravo Health
121	B.W. 3/26/07	Medicare
122	G.B. 3/23/07	Senior Partners
123	A.L.	Senior Partners

COUNT	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM
	4/24/07	
124	D.B. 4/24/07	IBC
125	J.Ba. 4/24/07	Health Partners
126	T.M. 4/27/07	IBC
127	C.R. 4/27/07	IBC
128	G.C. 4/27/07	Bravo Health
129	M.H. 5/15/07	Medicare
130	M.K. 5/15/07	Health District
131	A.S. 5/18/07	IBC
132	R.M. 5/18/07	Senior Partners
133	L.N. 5/15/07	Keystone Mercy
134	O.G. 5/18/07	Keystone Mercy
135	C.R. 6/22/07	Senior Partners
136	E.U. 6/22/07	Senior Partners
137	D.O. 6/22/07	Keystone Mercy
138	F.C. 7/17/07	IBC

COUNT	PATIENT AND APPROXIMATE VISIT DATE	HEALTH CARE BENEFIT PROGRAM
139	M.D. 7/17/07	Keystone Mercy
140	C.K. 7/17/07	IBC
141	E.J. 9/24/07	Bravo Health
142	J.Bu. 9/24/07	Medicare
143	D.F. 9/24/07	Medicare
144	T.Sc. 9/25/07	IBC

All in violation of Title 18, United States Code, Section 1035.

A TRUE BILL:

FOREPERSON

ZANE DAVID MEMEGER
United States Attorney