UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 25-cr-60138-Dimitrouleas/Hunt

18 U.S.C. § 1349
18 U.S.C. § 1347
18 U.S.C. § 371
42 U.S.C. § 1320a-7b(b)(1)(B)
18 U.S.C. § 2
18 U.S.C. § 982(a)(7)

UNITED STATES OF AMERICA

vs.

CHRISTOPHER HARWOOD,

Defendant.

_____/

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times material to this Indictment:

The Medicare Program

1. The Medicare Program ("Medicare") was a federally funded program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. The benefits available under Medicare were governed by federal statutes and regulations. The United States Department of Health and Human Services ("HHS"), through its agency, the Centers for Medicare and Medicaid Services ("CMS"), oversaw and administered Medicare.

2. Medicare was a "health care benefit program," as defined by Title 18, United States Code, Section 24(b), and a "Federal health care program," as defined by Title 42, United States Code, Section 1320a-7b(f).

3. Individuals who qualified for Medicare benefits were commonly referred to as "beneficiaries." Each Medicare beneficiary was given a unique Medicare identification number.

4. Medicare covered different types of benefits, which were separated into different program "parts." Medicare Part A covered health services provided by hospitals, skilled nursing facilities, hospices, and home health agencies. Medicare Part B covered, among other things, medical services provided by physicians, medical clinics, laboratories, and other qualified health care providers, such as office visits, minor surgical procedures, durable medical equipment ("DME"), and laboratory testing, that were medically necessary and ordered by licensed medical doctors or other qualified health care providers. Medicare Part C, also known as "Medicare Advantage," provided Medicare beneficiaries with the option to receive their Medicare benefits through private managed health care plans, including health maintenance organizations and preferred provider organizations. Medicare Part D covered prescription drugs.

5. Health care providers, such as DME suppliers and laboratories, that provided and supplied items and services to Medicare beneficiaries were referred to as "providers." Medicare providers were able to apply for and obtain a "provider number." Providers that received a Medicare provider number were able to file claims with Medicare to obtain reimbursement for benefits, items, or services provided to beneficiaries.

6. When seeking reimbursement from Medicare for provided benefits, items, or services, providers submitted the cost of the benefit, item, or service provided together with a description and the appropriate "procedure code," as set forth in the Current Procedural Terminology ("CPT") Manual. Additionally, claims submitted to Medicare seeking reimbursement were required to include: (a) the beneficiary's name and Health Insurance Claim Number or Medicare Beneficiary Identifier; (b) the date on which the benefit, item, or service was

provided or supplied to the beneficiary; and (c) the name of the provider, as well as the provider's unique identifying number, known either as the Unique Physician Identification Number or National Provider Identifier. Claims seeking reimbursement from Medicare could be submitted in hard copy or electronically.

7. Medicare would only pay for items and services that were medically reasonable and necessary, eligible for reimbursement, and provided as represented. Medicare would not pay claims for items and services that were procured through the payment of illegal kickbacks and bribes.

Medicare Part B

8. CMS acted through fiscal agents called Medicare administrative contractors ("MACs"), which were statutory agents for CMS for Medicare Part B. The MACs were private entities that reviewed claims and made payments to providers for services rendered to beneficiaries. The MACs were responsible for processing Medicare claims arising within their assigned geographical area, including determining whether the claim was for a covered service.

9. To receive Medicare reimbursement, providers had to make appropriate application to the MAC and execute a written provider agreement. The Medicare provider enrollment application for DME suppliers, CMS Form 855S, was required to be signed by an authorized representative of the provider. CMS Form 855S contained a certification that stated:

> I agree to abide by the Medicare laws, regulations and program instructions that apply to [the provider]. The Medicare laws, regulations, and program instructions are available through the [MAC]. I understand that payment of a claim by Medicare is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, the Federal Anti-Kickback Statute…).

10. CMS Form 855S contained additional certifications that the provider "will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare,"

and "will not submit claims with deliberate ignorance or reckless disregard of their truth or falsity."

11. Payments under Medicare Part B were often made directly to the provider rather than to the beneficiary. For this to occur, the beneficiary would assign the right of payment to the provider. Once such an assignment took place, the provider would assume the responsibility for submitting claims to, and receiving payments from, Medicare.

Durable Medical Equipment

12. Medicare Part B covered an individual's access to DME, such as off-the-shelf ankle braces, knee braces, back braces, elbow braces, wrist braces, and hand braces (collectively, "braces"). Off-the-shelf braces required minimal self-adjustment for appropriate use and did not require expertise in trimming, bending, molding, assembling, or customizing to fit the individual.

13. A claim for DME submitted to Medicare qualified for reimbursement only if it was medically necessary for the treatment of the beneficiary's illness or injury and prescribed by a licensed physician or other qualified health care provider.

Genetic Testing

14. Various forms of genetic testing existed using DNA sequencing to detect mutations in genes that could indicate a higher risk of developing certain diseases or health conditions in the future, including certain types of cancers (known as cancer genetic or "CGx" testing), cardiovascular disease, diabetes, obesity, Parkinson's disease, Alzheimer's disease, and dementia. Pharmacogenetic tests ("PGx" tests) were laboratory tests that used DNA sequencing to assess how the body's genetic makeup would affect the response to certain medications.

15. Except for certain statutory exceptions, Medicare did not cover laboratory testing, including genetic testing, that was "not reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member." 42 U.S.C. § 1395y(a)(1)(A).

16. If laboratory testing was necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member, Medicare imposed additional requirements before covering the testing. Title 42, Code of Federal Regulations, Section 410.32(a) provided, "All diagnostic x-ray tests, diagnostic laboratory tests, and other diagnostic tests must be ordered by the physician who is treating the beneficiary, that is, the physician who furnishes a consultation or treats a beneficiary for a specific medical problem and who uses the results in the management of the beneficiary's specific medical problem" and "[t]ests not ordered by the physician who is treating the beneficiary are not reasonable and necessary." *Id.*

Telemedicine

17. Telemedicine provided a means of connecting patients to doctors by using telecommunications technology, such as the internet or a telephone, to interact with a patient. Telemedicine companies provided telemedicine services, or telehealth services, to individuals by hiring doctors and other health care providers.

18. Medicare covered expenses for specific telehealth services if certain requirements were met. These requirements included that: (a) the beneficiary was located in a rural or health professional shortage area; (b) services were delivered via an interactive audio and video telecommunications system; and (c) the beneficiary was in a practitioner's office or a specified medical facility—not at a beneficiary's home—during the telehealth service with a remote practitioner. In or around March 2020, in response to the COVID-19 pandemic and in order to enable access to care during the public health emergency, some of these requirements were amended temporarily to, among other things, cover telehealth services for certain office and hospital visits, even if the beneficiary was not located in a rural area or a health professional shortage area and even if the telehealth services were furnished to beneficiaries in their home.

The Defendant and Related Entities and Individuals

19. TelevisitMD, Inc. ("TVMD") was a corporation incorporated under the laws of Florida with its principal place of business in Broward County, Florida. TVMD held an account at Bank 1 with an account number ending in 5286 (the "TVMD Account").

20. TelevisitMD Locum Tenens, LLC ("TVMD LT") was a limited liability company formed under the laws of Florida with its principal place of business in Broward County, Florida.

21. Harwood Healthcare Corporation ("HHC") was a corporation formed under the laws of Florida with its principal place of business in Broward County, Florida. HHC held an account at Bank 1 with an account number ending in 0454 (the "HHC Account").

22. Harwood Global LLC ("HG") was a limited liability company formed under the laws of Florida with its principal place of business in Broward County, Florida.

23. North MedRX LLC ("North Med") was a limited liability company formed under the laws of Florida with its principal place of business in Broward County, Florida.

24. South MedRX LLC ("South Med") was a limited liability company formed under the laws of Florida with its principal place of business in Winter Haven, Florida, and a mailing address in Broward County, Florida.

25. West MedRX LLC ("West Med") was a limited liability company formed under the laws of Florida with its principal place of business in Broward County, Florida.

26. Defendant **CHRISTOPHER HARWOOD ("HARWOOD")** was a resident of Broward County, Florida, and the owner and operator of TVMD, TVMD LT, HHC, HG, North Med, South Med, and West Med (collectively, the "TELEVISIT NETWORK").

27. Dr. Ronald Dean ("Dean") was a physician and resident of Montana.

28. Dr. Thomas Webster ("Webster") was a physician and resident of Ohio.

29. Zachary S. Seid ("Seid") was an owner, operator, and manager of Company 1, which was a Florida corporation.

30. Brady Washburn ("Washburn") was an owner, operator, and manager of Black Bear Medical, LLC, which was a DME supplier.

COUNT 1
Conspiracy to Commit Health Care Fraud and Wire Fraud
(18 U.S.C. § 1349)

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around April 2019, and continuing through the date of this Indictment, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

CHRISTOPHER HARWOOD,

did knowingly and willfully, that is, with the intent to further the objects of the conspiracy, combine, conspire, confederate, and agree with Webster, Dean, Seid, Washburn, and others known and unknown to the Grand Jury, to commit offenses against the United States, that is:

a. to knowingly and willfully 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, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, said health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, in violation of Title 18, United States Code, Section 1347; and

b. to knowingly, and with the intent to defraud, devise, and intend to devise, a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing the pretenses, representations,

and promises were false and fraudulent when made, and for the purpose of executing the scheme and artifice, did knowingly transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343.

Purpose of the Conspiracy

3. It was a purpose of the conspiracy for the defendant and his co-conspirators to unlawfully enrich themselves by, among other things: (a) targeting Medicare beneficiaries through telemarketing campaigns that promised free or low-cost products, including braces, laboratory tests, and other items; (b) generating signed doctors' orders that were used to submit false and fraudulent claims to Medicare; (c) selling doctors' orders to DME suppliers, laboratories, and marketers in exchange for kickbacks and bribes; (d) submitting and causing the submission via interstate wire communication of false and fraudulent claims to Medicare for DME and laboratory tests that were medically unnecessary and ineligible for reimbursement; (e) concealing and causing the concealment of kickbacks and bribes and false and fraudulent claims; and (f) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the conspiracy.

Manner and Means of the Conspiracy

The manner and means by which the defendant and his co-conspirators sought to accomplish the objects and purpose of the conspiracy, included, among other things:

4. **CHRISTOPHER HARWOOD** owned, controlled, and operated the TELEVISIT NETWORK, which had an internet-based platform that **HARWOOD** and his co-conspirators used to generate and sell false and fraudulent doctors' orders.

5. **CHRISTOPHER HARWOOD** and his co-conspirators used telemarketing companies to target thousands of beneficiaries on behalf of DME suppliers and laboratories. The

beneficiaries were targeted to provide their personally identifiable information and accept DME and laboratory tests through misleading advertisements and calls from call centers.

6. **CHRISTOPHER HARWOOD**, through the TELEVISIT NETWORK, arranged for telemedicine practitioners to sign doctors' orders for DME and laboratory tests regardless of medical necessity, in the absence of a doctor-patient relationship, without a physical examination, and frequently based solely on a short telephonic conversation or no conversation at all between the practitioner and the beneficiary.

7. **CHRISTOPHER HARWOOD** provided the telemedicine practitioners who worked for the TELEVISIT NETWORK with electronic, prefilled templates for doctors' orders that falsely represented that those medical practitioners had examined and treated the beneficiaries, when, as **HARWOOD** well knew, those medical practitioners often did not treat or examine the beneficiaries.

8. **CHRISTOPHER HARWOOD** hired telemedicine practitioners to electronically sign doctors' orders for DME and laboratory testing that were medically unnecessary and not eligible for reimbursement. In order to compensate these practitioners and induce them to authorize medically unnecessary services, **HARWOOD** paid these practitioners in exchange for their signatures on doctors' orders or billed and directed these practitioners to bill Medicare for consultations with beneficiaries that, as **HARWOOD** well knew, did not occur.

9. **CHRISTOPHER HARWOOD** solicited and, through the TELEVISIT NETWORK, received illegal kickbacks and bribes from purported marketers and owners of DME companies and laboratories, including, among others, Company 1, in exchange for signed doctors' orders for DME and laboratory tests that were medically unnecessary, not provided as represented, and ineligible for reimbursement.

10. **CHRISTOPHER HARWOOD** and his co-conspirators executed sham contracts and invoices to conceal the sale of doctors' orders in exchange for illegal kickbacks and bribes.

11. **CHRISTOPHER HARWOOD** and others transferred doctors' orders for DME and laboratory tests to DME providers and laboratories, or to purported marketers who received illegal kickbacks from DME providers and laboratories, knowing that these doctors' orders would be used to support false and fraudulent claims to Medicare.

12. **CHRISTOPHER HARWOOD** acquired, managed, and operated DME providers (including West Med, North Med, and South Med) and, along with his co-conspirators, used doctors' orders for DME generated by the TELEVISIT NETWORK to submit false and fraudulent claims to Medicare via interstate wire communications.

13. **CHRISTOPHER HARWOOD** and his co-conspirators submitted and caused the submission, by interstate wire communications, of at least $46.2 million in false and fraudulent claims to Medicare for DME and laboratory tests that were medically unnecessary, obtained through illegal kickbacks and bribes, and ineligible for reimbursement. Medicare paid at least $17.9 million on these claims.

14. **CHRISTOPHER HARWOOD** and his co-conspirators used the fraud proceeds to benefit themselves and others, and to further the conspiracy.

All in violation of Title 18, United States Code, Section 1349.

COUNTS 2-5
Health Care Fraud
(18 U.S.C. § 1347)

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around April 2019, and continuing through the date of this Indictment, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

CHRISTOPHER HARWOOD,

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, and to obtain by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, said health care benefit program.

Purpose of the Scheme and Artifice

3. It was a purpose of the scheme and artifice for the defendant and his accomplices to unlawfully enrich themselves by, among other things: (a) targeting Medicare beneficiaries through telemarketing campaigns, which promised free or low-cost products, including braces, laboratory tests, and other items; (b) generating signed doctors' orders that were used to submit false and fraudulent claims to Medicare; (c) selling doctors' orders to DME suppliers, laboratories, and marketers in exchange for kickbacks and bribes; (d) submitting and causing the submission via interstate wire communication of false and fraudulent claims to Medicare for DME and laboratory tests that were medically unnecessary and ineligible for reimbursement; (e) concealing and causing the concealment of kickbacks and bribes and false and fraudulent claims; and (f) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the fraud scheme.

The Scheme and Artifice

4. The Manner and Means section of Count 1 of this Indictment is re-alleged and incorporated by reference as though fully set forth herein as a description of the scheme and artifice.

Acts in Execution or Attempted Execution of the Scheme and Artifice

5. On or about the dates specified below as to each count, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

CHRISTOPHER HARWOOD,

in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, the above-described scheme and artifice to defraud a health care benefit program affecting commerce, as defined by Title 18, United States Code, Section 24(b), that is, Medicare, in that the defendant caused the submission of fraudulent claims to Medicare through South Med, and falsely and fraudulently represented that such items were medically necessary, eligible for Medicare reimbursement, and provided to Medicare beneficiaries as claimed, as set forth below:

Count	Medicare Beneficiary	Approx. Claim Date	Claim No.	Description of Item(s) Billed	Total Approx. Amount Billed
2	C.R.	10/9/2024	124283709930000	L3916 (Wrist Brace)	$670.00
3	M.K.	10/14/2024	124288728761000	L0457 (Back Brace), L1833 (Knee Brace), L2397 (Sleeve)	$1,943.00
4	E.L.	10/14/2024	124288728764000	L0457 (Back Brace)	$1,002.00
5	S.G.	3/12/2025	125071711491000	2x L1833 (Knee Braces), 2x L2397 (Sleeves)	$1,882.00

In violation of Title 18, United States Code, Sections 1347 and 2.

COUNT 6
Conspiracy to Solicit and Receive Health Care Kickbacks
(18 U.S.C. § 371)

1. The General Allegations section of this Indictment is hereby re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around April 2019, and continuing through the date of this Indictment, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

CHRISTOPHER HARWOOD,

did knowingly and willfully, that is, with the intent to further the object of the conspiracy, combine, conspire, confederate and agree with Seid, Washburn, and others known and unknown to the Grand Jury, to violate Title 42, United States Code, Section 1320a-7b(b)(1)(B), by knowingly and willfully soliciting and receiving remuneration, specifically, kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, including by check and wire transfer, in return for ordering and arranging for and recommending the ordering of any good, item and service for which payment may be made in whole and in part by a Federal health care program, that is, Medicare.

Purpose of the Conspiracy

3. It was a purpose of the conspiracy for **CHRISTOPHER HARWOOD** and his co-conspirators to unlawfully enrich themselves by: (a) generating doctors' orders for DME and laboratory tests for Medicare beneficiaries that were used to justify the submission of claims to Medicare; (b) soliciting and receiving kickbacks and bribes in exchange for signed doctors' orders for DME and laboratory tests for Medicare beneficiaries; (c) submitting and causing the submission of claims to Medicare for DME and laboratory tests; (d) concealing and causing the concealment of kickbacks and bribes; and (e) diverting proceeds of the conspiracy for their personal use and benefit, the use and benefit of others, and to further the conspiracy.

Manner and Means of the Conspiracy

The manner and means by which the defendant and his co-conspirators sought to accomplish the object and purpose of the conspiracy, included, among other things:

1. **CHRISTOPHER HARWOOD** owned, controlled, and operated the TELEVISIT NETWORK, which had an internet-based platform that **HARWOOD** and his co-conspirators used to generate and sell doctors' orders.

2. **CHRISTOPHER HARWOOD** and his co-conspirators used telemarketing companies to target thousands of beneficiaries on behalf of DME suppliers and laboratories. The beneficiaries were targeted to provide their personally identifiable information and accept DME and laboratory tests through advertisements and calls from call centers.

3. **CHRISTOPHER HARWOOD**, through the TELEVISIT NETWORK, arranged for telemedicine practitioners to sign doctors' orders for DME and laboratory tests.

4. **CHRISTOPHER HARWOOD** solicited and, through the TELEVISIT NETWORK, received illegal kickbacks and bribes from purported marketers and owners of DME companies and laboratories, including, among others, Company 1, in exchange for signed doctors' orders for DME and laboratory tests.

5. **CHRISTOPHER HARWOOD** and his co-conspirators executed sham contracts and invoices to conceal the sale of doctors' orders in exchange for illegal kickbacks and bribes.

6. **CHRISTOPHER HARWOOD** and others transferred doctors' orders for DME and laboratory tests to DME providers and laboratories, or to purported marketers who received illegal kickbacks from DME providers and laboratories, knowing that these doctors' orders would be used to support claims to Medicare.

7. **CHRISTOPHER HARWOOD** and his co-conspirators submitted and caused the submission of at least $46.2 million in claims to Medicare for DME and laboratory tests that were

obtained through illegal kickbacks and bribes and ineligible for reimbursement. Medicare paid at least approximately $17.9 million on these claims.

8. **CHRISTOPHER HARWOOD** and his co-conspirators used the kickbacks and bribes to benefit themselves and others, and to further the conspiracy.

Overt Acts

In furtherance of the conspiracy, and to accomplish its object and purpose, at least one co-conspirator committed and caused to be committed, in the Southern District of Florida, and elsewhere, at least one of the following overt acts, among others:

1. On or about October 5, 2021, **CHRISTOPHER HARWOOD** sent a text message to Seid stating, "Back 350 knee 200 wrist ankle 150."

2. On or about October 6, 2021, **CHRISTOPHER HARWOOD** sent Seid an email containing a link to a folder containing doctors' orders for DME.

3. On or about October 6, 2021, **CHRISTOPHER HARWOOD** sent Seid a text message to Seid stating, "Email with folder link sent."

4. On or about October 7, 2021, **CHRISTOPHER HARWOOD** sent a text message to Seid stating, "Just sent you Venmo request. Can you take care of it now?"

5. On or about October 8, 2021, **CHRISTOPHER HARWOOD** sent a text message to Seid stating, "I'm at the Publix."

6. On or about October 8, 2021, **CHRISTOPHER HARWOOD** met Seid in the parking lot of a Publix grocery store, where he accepted from Seid a cash payment of approximately $7,000, which was an illegal kickback and bribe in exchange for **HARWOOD** arranging for doctors' orders for DME.

7. On or about October 13, 2021, a co-conspirator sent **CHRISTOPHER HARWOOD**, through the TELEVISIT NETWORK, a wire transfer from Company 1 to the

TVMD Account in the approximate amount of $9,900, which was an illegal kickback and bribe in exchange for **HARWOOD**, through the TELEVISIT NETWORK, arranging for doctors' orders for DME and/or laboratory tests for Medicare beneficiaries.

8. On or about October 14, 2021, a co-conspirator sent **CHRISTOPHER HARWOOD**, through the TELEVISIT NETWORK, a cashier's check from Company 1 to the HHC Account in the approximate amount of $7,750, which was an illegal kickback and bribe in exchange for **HARWOOD**, through the TELEVISIT NETWORK, arranging for doctors' orders for DME and/or laboratory tests for Medicare beneficiaries.

9. On or about January 3, 2022, a co-conspirator sent **CHRISTOPHER HARWOOD**, through the TELEVISIT NETWORK, an electronic check from Black Bear Medical, LLC to the TVMD Account in the approximate amount of $5,194.50, which was an illegal kickback and bribe in exchange for **HARWOOD**, through the TELEVISIT NETWORK, arranging for doctors' orders for DME and/or laboratory tests for Medicare beneficiaries.

10. On or about January 4, 2022, **CHRISTOPHER HARWOOD** sent Seid a text message stating, in relevant part, "To setup a new marketer you simply have the MSO/Marketer 'create account' > choose MSO/Marketer account type > enter in profile details of company > sign agreement > enter payment details to activate (now account is auto activated) and add credits by sending wire or ACH to same account details in billing section.. no credit buys from portal at moment. All can be created/setup and activated within just a few mins or less and you can start submitting patients with it as soon as your [*sic*] activated before you even buy credits."

11. On or about January 11, 2022, **CHRISTOPHER HARWOOD** sent Seid a text message stating, "Supplier account activated."

12. On or about December 20, 2022, **CHRISTOPHER HARWOOD** sent Washburn a WhatsApp message stating, "When you going to use your account? You've got $5k of credit sitting in there for a while now."

13. On or about December 27, 2022, **CHRISTOPHER HARWOOD** sent Washburn WhatsApp messages stating, "just visit: televisitmd.com," and, "When you login, youll need to subscribe but you already have data credit, over 5050 Kbs of data ready for downloading DOs from marketplace."

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

COUNTS 7–9
Solicitation and Receipt of Kickbacks in Connection with a Federal Health Care Program (42 U.S.C. § 1320a-7b(b)(1)(B))

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates set forth below as to each count, in Broward County, in the Southern District of Florida, and elsewhere, the defendant,

CHRISTOPHER HARWOOD,

did knowingly and willfully solicit and receive remuneration, specifically, kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, including by wire transfer, as set forth below, in return for ordering, and arranging for and recommending ordering any good, facility, service, or item for which payment may be made in whole and in part under a Federal health care programs, that is, Medicare:

Count	Approx. Date of Kickback Payment	Approx. Amount of Kickback Payment	Description of Kickback Payment
7	October 13, 2021	$9,900.00	Wire transfer from Company 1 to the TVMD Account
8	October 14, 2021	$7,750.00	Cashier's check from Company 1 to HHC Account

Count	Approx. Date of Kickback Payment	Approx. Amount of Kickback Payment	Description of Kickback Payment
7	October 13, 2021	$9,900.00	Wire transfer from Company 1 to the TVMD Account
9	January 3, 2022	$5,194.50	eCheck from Black Bear Medical, LLC to TVMD Account

In violation of Title 42, United States Code, Section 1320a-7b(b)(1)(B), and Title 18, United States Code, Section 2.

FORFEITURE ALLEGATIONS
(18 U.S.C. § 982(a)(7))

1. The allegations of this Indictment are hereby re-alleged and by this reference fully incorporated herein for alleging forfeiture to the United States of America of certain property in which the defendant, **CHRISTOPHER HARWOOD**, has an interest.

2. Upon conviction of a violation, or a conspiracy to commit a violation, of Title 18, United States Code, Sections 1343 and/or 1347, and/or Title 42, United States Code, Section 1320a-7(b)(1)(B), as alleged in this Indictment, the defendant shall forfeit to the United States any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offenses, pursuant to Title 18, United States Code, Section 982(a)(7).

3. If any of the property subject to forfeiture, 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 shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p).

All pursuant to Title 18, United States Code, Section 982(a)(7), and the procedures set forth in Title 21, United States Code, Section 853, as incorporated by Title 18, United States Code, Section 982(b)(1).

A TRUE BILL

FOREPERSON

HAYDEN P. O'BYRNE
UNITED STATES ATTORNEY
SOUTHERN DISTRICT OF FLORIDA

LORINDA LARYEA, ACTING CHIEF
CRIMINAL DIVISION, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE

OWEN DUNN, TRIAL ATTORNEY
JENNIFER BURNS, TRIAL ATTORNEY
CRIMINAL DIVISION, FRAUD SECTION
U.S. DEPARTMENT OF JUSTICE

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA

v.

CHRISTOPHER HARWOOD,

_____/
Defendant.

Court Division (select one)
☐ Miami ☐ Key West ☐ FTP
☑ FTL ☐ WPB

CASE NO.: 25-cr-60138-Dimitrouleas/Hunt

CERTIFICATE OF TRIAL ATTORNEY

Superseding Case Information:
New Defendant(s) (Yes or No) _____
Number of New Defendants _____
Total number of new counts _____

I do hereby certify that:

1. I have carefully considered the allegations of the Indictment, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.
2. I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, 28 U.S.C. §3161.
3. Interpreter: (Yes or No) No
   List language and/or dialect: _____
4. This case will take 6-10 days for the parties to try.
5. Please check appropriate category and type of offense listed below:

(Check only one)		(Check only one)	
I	☐ 0 to 5 days	☐	Petty
II	☑ 6 to 10 days	☐	Minor
III	☐ 11 to 20 days	☐	Misdemeanor
IV	☐ 21 to 60 days	☑	Felony
V	☐ 61 days and over		

6. Has this case been previously filed in this District Court? (Yes or No) No
   If yes, Judge _____ Case No. _____
7. Has a complaint been filed in this matter? (Yes or No) No
   If yes, Judge _____ Magistrate Case No. _____
8. Does this case relate to a previously filed matter in this District Court? (Yes or No) No
   If yes, Judge _____ Case No. _____
9. Defendant(s) in federal custody as of _____
10. Defendant(s) in state custody as of _____
11. Rule 20 from the _____ District of _____
12. Is this a potential death penalty case? (Yes or No) No
13. Does this case originate from a matter pending in the Central Region of the U.S. Attorney's Office prior to October 3, 2019 (Mag. Judge Jared M. Strauss)? (Yes or No) No
14. Did this matter involve the participation of or consultation with Magistrate Judge Eduardo I. Sanchez during his tenure at the U.S. Attorney's Office, which concluded on January 22, 2023? No
15. Did this matter involve the participation of or consultation with Magistrate Judge Marty Fulgueira Elfenbein during her tenure at the U.S. Attorney's Office, which concluded on March 5, 2024? No
16. Did this matter involve the participation of or consultation with Magistrate Judge Ellen F. D'Angelo during her tenure at the U.S. Attorney's Office, which concluded on October 7, 2024? No

By: AUSA _____

RALF OWEN DUNN
DOJ Trial Attorney
SDFL Court ID No. A5503217

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: CHRISTOPHER HARWOOD

Case No: 25-cr-60138-Dimitrouleas/Hunt

Count #: 1

Title 18, United States Code, Section 1349

Conspiracy to Commit Health Care Fraud and Wire Fraud
* **Max. Term of Imprisonment: 20 years**
* **Mandatory Min. Term of Imprisonment (if applicable): N/A**
* **Max. Supervised Release: 3 years**
* **Max. Fine: $250,000 or twice the gross gain or loss from the offense**

Counts #: 2 – 5

Title 18, United States Code, Section 1347

Health Care Fraud
* **Max. Term of Imprisonment: 10 years as to each count**
* **Mandatory Min. Term of Imprisonment (if applicable): N/A**
* **Max. Supervised Release: 3 years**
* **Max. Fine: $250,000 or twice the gross gain or loss from the offense**

Count #: 6

Title 18, United States Code, Section 371

Conspiracy to Solicit and Receive Health Care Kickbacks
* **Max. Term of Imprisonment: 5 years**
* **Mandatory Min. Term of Imprisonment (if applicable): N/A**
* **Max. Supervised Release: 3 years**
* **Max. Fine: $250,000 or twice the gross gain or loss from the offense**

***Refers only to possible term of incarceration, supervised release and fines. It does not include restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: CHRISTOPHER HARWOOD

Case No: 25-cr-60138-Dimitrouleas/Hunt

Counts #: 7 – 9

Title 42, United States Code, Section 1320a-7b(b)(1)(B)

Solicitation and Receipt of Kickbacks in Connection with a Federal Health Care Program

*** Max. Term of Imprisonment: 10 years as to each count**
*** Mandatory Min. Term of Imprisonment (if applicable): N/A**
*** Max. Supervised Release: 3 years**
*** Max. Fine: $250,000 or twice the gross gain or loss from the offense**

***Refers only to possible term of incarceration, supervised release and fines. It does not include restitution, special assessments, parole terms, or forfeitures that may be applicable.**