

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
 :
 v. : Crim. No.
 :
 MUHAMMAD MIRZA : 18 U.S.C. § 1349

INFORMATION
(Conspiracy to Commit Health Care Fraud)

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

1. Unless otherwise indicated, at all times relevant to this Information:
 - a. Defendant MUHAMMAD MIRZA was a resident of New Jersey and a licensed medical doctor.
 - b. MIRZA worked at various locations in New York and New Jersey including at offices in New York, New York.

Background

2. The National Railroad Passenger Corporation (“Amtrak”) was a passenger railroad service that operated a nationwide rail network.
3. Amtrak provided its employees with a health care benefit plan (the “Amtrak health care plan”), which insured participating Amtrak employees who paid premiums through monthly payroll deductions (the “Amtrak health care plan participants”). Amtrak’s health care plan is a “health care benefit program,” as defined by 18 U.S.C. § 24(b).

4. The Amtrak health care plan reimbursed providers of medical services, including physicians and medical clinics (collectively, “providers”), that treated Amtrak health care plan participants.

5. The Amtrak health care plan required providers to submit claim forms to receive reimbursement for medical services provided to Amtrak health care participants. Among other information, providers were required to include in the claim forms: (1) the Amtrak health care plan participant’s name and ID number; (2) the type of service provided; (3) the date the service was provided; (4) the charge for the service; (5) the diagnosis; and (6) the provider’s name and/or identification number.

6. The Amtrak health care plan paid only medically necessary claims for patients covered under the health care plan. To encourage patients to receive cost-effective and medically necessary treatments, the Amtrak health care plan required participants to pay co-insurance, co-payments, and deductibles.

7. A National Provider Identifier (“NPI”) is a unique, 10-digit number that constitutes a means of identification for health care providers. NPIs are used for medical billing.

8. Nurse Practitioner-1 was a nurse practitioner who worked for defendant MIRZA on a part-time basis.

9. MICHAEL DENICOLA, who is named as a co-conspirator but not as a defendant herein, was a resident of New York and Florida and a podiatrist who conspired with defendant MIRZA.

The Conspiracy

10. From in or around April 2017 through in or around June 2022, in the District of New Jersey, and elsewhere, defendant

MUHAMMAD MIRZA

did knowingly and intentionally conspire and agree with DENICOLA and others to execute a scheme and artifice to defraud the National Railroad Passenger Corporation (Amtrak) Healthcare Plan, a health care benefit program as defined under Title 18, United States Code, Section 24(b), and to obtain, by means of 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, contrary to Title 18, United States Code, Section 1347.

Goal of the Conspiracy

11. The goal of the conspiracy was for defendant MIRZA and his co-conspirators to profit by submitting false and fraudulent claims to the Amtrak health care plan for services that were either never provided or that were medically unnecessary.

Manner and Means of the Conspiracy

12. It was part of the conspiracy that:

a. Defendant MIRZA, DENICOLA, and others agreed to engage in a scheme to bill the Amtrak health care plan for false and fraudulent claims for services that either were never provided or were medically unnecessary.

b. Defendant MIRZA and DENICOLA agreed that DENICOLA and others would recruit Amtrak employees to participate in the scheme by paying them to allow MIRZA, DENICOLA, and others to use the Amtrak employees' patient and insurance information to submit false and fraudulent claims.

c. DENICOLA then in fact recruited Amtrak employees who were Amtrak health care plan participants to the scheme and bribed them for their participation. DENICOLA and others also paid kickbacks to Amtrak employees for recruiting additional Amtrak health care plan participants to participate in the scheme.

d. Defendant MIRZA paid health care providers, including nurse practitioners, to work part-time at various office locations. Defendant MIRZA then used the providers' NPIs without their knowledge or consent to submit and cause to be submitted false and fraudulent claims on behalf of the bribed Amtrak employees to the Amtrak health care plan for services that were never provided or were medically unnecessary. For example, MIRZA routinely billed the Amtrak health care plan for nerve conduction studies and arthrocentesis procedures purportedly conducted by Nurse Practitioner-1, although Nurse Practitioner-1 never performed those services. MIRZA also billed the Amtrak health care plan for services

purportedly provided by Nurse Practitioner-1 on dates that Nurse Practitioner-1 did not work for MIRZA, including dates when Nurse Practitioner-1 was on vacation outside of the United States.

e. As a result of these false and fraudulent claims, defendant MIRZA received reimbursement payments from the Amtrak health care plan into bank accounts that he controlled.

f. Over the course of the conspiracy, MIRZA split proceeds of the scheme with DENICOLA by transferring money from MIRZA'S bank accounts via check to accounts controlled by DENICOLA.

g. As a result of the false and fraudulent claims that MIRZA and DENICOLA submitted and caused to be submitted to the Amtrak health care plan, Amtrak paid reimbursements to MIRZA of at least approximately \$1,371,544.

In violation of Title 18, United States Code, Section 1349.

FORFEITURE ALLEGATIONS

1. The allegations contained in this Information are realleged here for the purpose of alleging forfeiture, pursuant to 18 U.S.C. § 982(a)(7).

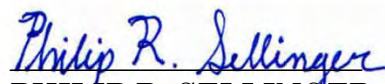
2. Upon conviction of the conspiracy offense alleged in this Information, defendant MIRZA shall forfeit to the United States pursuant to 18 U.S.C. § 982(a)(7), all of his right, title, and interest in all property MIRZA obtained that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the violation of 18 U.S.C. § 1349 charged in this Information, which is a Federal health care offense, including, but not limited to, a sum of money equal to \$1,371,544.

SUBSTITUTE ASSETS PROVISION **(Applicable to All Forfeiture Allegations)**

3. If any of the above-described forfeitable property, 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 person;
- (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 subdivided without difficulty;

the United States shall be entitled to forfeiture of substitute property, pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b).


PHILIP R. SELLINGER
United States Attorney

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MUHAMMAD MIRZA

INFORMATION FOR

18 U.S.C. § 1349

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