

ORIGINAL

37

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA

Case No. 13-cr-20882

v.

Hon. John Corbett O'Meara

D-1 AARON GOLDFEIN, M.D.
D-2 WILLIAM SOKOLL, M.D.
D-3 WILLIAM BINDER, M.D.
D-4 MUHAMMAD ZAFAR
D-5 TARIQ KHAN
D-6 GHULAM SHAKIR

VIO: 18 U.S.C. § 1349
18 U.S.C. § 1347
18 U.S.C. § 1343
18 U.S.C. § 2
18 U.S.C. § 371
42 U.S.C. § 1320a-
7b(b)(2)(A)
18 U.S.C. § 981
18 U.S.C. § 982

Defendants.

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FIRST SUPERSEDING INDICTMENT

THE GRAND JURY CHARGES:

General Allegations

At all times relevant to this First Superseding Indictment:

The Medicare Program

1. The Medicare program was a federal health care program providing benefits to persons who were over the age of 65 or disabled. Medicare was administered by the Centers for Medicare and Medicaid Services ("CMS"), a federal agency under the United States Department of Health and Human Services.

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Individuals who received benefits under Medicare were referred to as Medicare “beneficiaries.”

2. Medicare was a “health care benefit program,” as defined by 18 U.S.C. § 24(b), and a “Federal health care program,” as defined by 42 U.S.C. § 1320a-7b(f).

3. The Medicare program included coverage under two primary components—hospital insurance (Part A) and medical insurance (Part B). Part A covered physical therapy, occupational therapy, and skilled nursing services if a facility was certified by CMS as meeting certain requirements. The home health care services at issue in this First Superseding Indictment were covered by Part A.

4. Part B covered the cost of physicians’ services and other ancillary services not covered by Part A. Under certain circumstances, Medicare Part B covered the cost of home visits for evaluation and management services provided to a beneficiary by a physician in a private residence. To reimburse for home visits, Medicare required that the medical record document the medical necessity of making a home visit in lieu of an office or outpatient visit. For a physician to bill for home visits provided to a beneficiary, Medicare required that the physician actually be present in the beneficiary’s home. The physician home visits at issue in this First Superseding Indictment were covered by Part B.

5. National Government Services (“NGS”) was the CMS intermediary for Medicare Part A in the State of Michigan. Wisconsin Physician Service (“WPS”) was the CMS contracted carrier for Medicare Part B in the State of Michigan. TrustSolutions LLC was the Program Safeguard Contractor for Medicare Part A and Part B in the State of Michigan until April 24, 2012, when it was replaced by Cahaba Safeguard Administrators LLC.

6. Payments under the Medicare program were often made directly to a provider of the goods or services, rather than to a beneficiary. This occurred when the provider submitted the claim to Medicare for payment, either directly or through a billing company.

7. By becoming a participating provider in Medicare, enrolled providers agreed to abide by the policies and procedures, rules, and regulations governing reimbursement. To receive Medicare funds, enrolled providers, together with their authorized agents, employees, and contractors, were required to abide by all the provisions of the Social Security Act, the regulations promulgated under the Act, and applicable policies, procedures, rules, and regulations issued by CMS and its authorized agents and contractors.

8. Upon certification, the medical provider, whether a clinic or an individual, was assigned a provider identification number for billing purposes (referred to as a PIN). When the medical provider rendered a service, the provider

submitted a claim for reimbursement to the Medicare contractor/carrier that included the PIN assigned to that medical provider. A Medicare claim was required to set forth, among other things, the beneficiary's name, the date the services were provided, the cost of the services, and the name and identification number of the physician or other health care provider who had ordered the services. When an individual medical provider was associated with a clinic, Medicare Part B required that the individual provider number associated with the clinic be placed on the claim submitted to the Medicare contractor.

9. Health care providers were given and provided with online access to Medicare manuals and services bulletins describing proper billing procedures and billing rules and regulations.

10. Health care providers could only submit claims to Medicare for medically necessary services they rendered. Medicare regulations required health care providers to maintain complete and accurate patient medical records to verify that the services were provided as described in the claim. These records were required to be sufficient to permit Medicare, through its contractors, to review the appropriateness of Medicare payments made to the health care provider.

11. Medicare would not pay claims procured through kickbacks and bribes.

12. Under Medicare Part A and Part B, home health care services provided were required to be reasonable and medically necessary to the treatment of the patient's illness or injury. Reimbursement for home health care services required that a physician certified the need for services and established a Plan of Care. Home health care services that were not certified by a physician or were not provided were not reasonable and necessary. Medicare Part B covered the costs of physicians' services, including physician home visits, physician certification and recertification of home health care services, and physician supervision of home health care services. Generally, Medicare Part B covered these costs only if, among other requirements, they were medically necessary, ordered by a physician, and not induced by the payment of remuneration.

13. Medicare coverage for home health care services required that the following qualifying conditions, among others, be met: (a) the Medicare beneficiary is confined to the home; (b) the beneficiary needs skilled nursing services, physical therapy, or occupational therapy; (c) the beneficiary is under the care of a qualified physician who established a written Plan of Care for the beneficiary, signed by the physician and by a Registered Nurse ("RN"), or by a qualified physical therapist if only therapy services are required from the home health agency; (d) skilled nursing services or physical therapy services are provided by, or under the supervision of, a licensed RN or physical therapist in

accordance with the Plan of Care; and (e) the services provided are medically necessary.

14. Under Medicare Part B, a provider billing for physician home visits was required to document the medical necessity of the service, the date the service was performed, and to identify the provider who performed the service. To reimburse for physician home visits purportedly provided by a physician, Medicare required that the physician be physically present at the home at the time the service was provided.

15. Medicare regulations required health care providers enrolled with Medicare to maintain complete and accurate medical records reflecting the medical assessment and diagnoses of their patients, as well as records documenting actual treatment of the patients to whom services were provided and for whom claims for payment were submitted by the physician. These records were required to be sufficient to permit Medicare, through WPS and other contractors, to review the appropriateness of Medicare payments made to the health care provider under the program.

16. To receive reimbursement for a covered service from Medicare, a provider was required to submit a claim, either electronically or using a form containing the required information appropriately identifying the provider, patient, and services rendered.

17. A home health agency was an entity that provided health care services, including but not limited to skilled nursing, physical therapy, occupational therapy, and speech pathology services to homebound patients.

18. Part D of the Medicare program subsidized the costs of prescription drugs for Medicare beneficiaries. In order to receive Part D benefits, a beneficiary enrolled in a Medicare drug plan. Medicare drug plans were operated by private companies approved by Medicare. Those companies often were referred to as drug plan “sponsors.”

19. A pharmacy could participate in Part D by entering a retail network agreement directly with a plan or with one or more Pharmacy Benefit Managers (“PBMs”). A PBM acted on behalf of one or more Medicare drug plans. Through a plan’s PBM, a pharmacy could join the plan’s network. When a Part D beneficiary presented a prescription to a pharmacy, the pharmacy submitted a claim either directly to the plan or to a PBM that represented the beneficiary’s Medicare drug plan. The plan or PBM determined whether the pharmacy was entitled to payment for each claim and periodically paid the pharmacy for outstanding claims. The drug plan’s sponsor reimbursed the PBM for its payments to the pharmacy.

20. A pharmacy could also submit claims to a Medicare drug plan to whose network the pharmacy did not belong. Submission of such out of network

claims was not common and often resulted in smaller payments to the pharmacy by the drug plan sponsor.

21. Medicare, through CMS, compensated the Medicare drug plan sponsors. Medicare paid the sponsors a monthly fee for each Medicare beneficiary of the sponsors' plans. Such payments were called capitation fees. The capitation fee was adjusted periodically based on various factors, including the beneficiary's medical conditions. In addition, in some cases where a sponsor's expenses for a beneficiary's prescription drugs exceeded that beneficiary's capitation fee, Medicare reimbursed the sponsor for a portion of those additional expenses.

Physician Business

22. Tri City Medical Centers, P.C. ("Tri City"), was a Michigan corporation, doing business at 19171 Merriman Road, Livonia, Michigan, and 4437 Morrish Road, Swartz Creek, Michigan. Tri City was enrolled as a participating provider with Medicare and submitted claims directly to Medicare.

Home Health Agencies

23. Blue Water Home Health Care, Inc., ("Blue Water") was a Michigan corporation doing business at 20600 E. 14 Mile Road, Suite B, Roseville, Michigan 48066. Blue Water was a home health agency that purportedly provided in-home physical therapy, occupational therapy, speech pathology, and skilled

nursing services to patients. Blue Water was a Medicare provider and submitted claims directly to Medicare.

24. Professional Home Health Care, Inc., ("Professional") was a Michigan corporation doing business at 5860 N Canton Center Road, Suite 387, Canton, Michigan 48187. Professional was a home health agency that purportedly provided in-home physical therapy, occupational therapy, speech pathology, and skilled nursing services to patients. Professional was a Medicare provider and submitted claims directly to Medicare.

25. Agility Home Health Care, Inc., ("Agility") was a Michigan corporation doing business at 20002 Farmington Road, Livonia, Michigan 48152. Agility was a home health agency that purportedly provided in-home physical therapy, occupational therapy, speech pathology, and skilled nursing services to patients. Agility was a Medicare provider and submitted claims directly to Medicare.

The Defendants

26. Defendant AARON GOLDFEIN, M.D., a resident of Oakland County, Michigan, was a licensed physician in the State of Michigan who was enrolled as a participating provider with Medicare. AARON GOLDFEIN, M.D., owned and operated Tri City and purported to provide physician home visits and

other services for Tri City to Medicare beneficiaries in Michigan and referred beneficiaries to multiple home health agencies.

27. Defendant WILLIAM SOKOLL, M.D., a resident of Oakland County, Michigan, was a licensed physician in the State of Michigan whose license was suspended in or around December 2008 and revoked in February 2009. Subsequently, WILLIAM SOKOLL, M.D., was excluded from participating in any capacity in the Medicare program, Medicaid program, and all other federal health care programs. The exclusion prohibited WILLIAM SOKOLL, M.D., from causing submission of claims to Medicare for items and services he provided and from being employed to provide items and services billed to Medicare. Following suspension and revocation of his license and exclusion from Medicare, WILLIAM SOKOLL, M.D., held himself out as a licensed physician in the State of Michigan and purported to provide physician home visits and other services for Tri City to Medicare beneficiaries in Michigan.

28. Defendant WILLIAM BINDER, M.D., a resident of Oakland County, Michigan, was a licensed physician in the State of Michigan who was enrolled as a participating provider with Medicare. In or around March 2011, the State of Michigan limited WILLIAM BINDER, M.D.'s license to practice medicine by prohibiting WILLIAM BINDER, M.D., from prescribing any controlled substances. WILLIAM BINDER, M.D., purported to provide physician home

visits and other services for Tri City to Medicare beneficiaries in Michigan and referred beneficiaries to multiple home health agencies.

29. Defendant MUHAMMAD ZAFAR, a resident of Wayne County, Michigan, owned and controlled multiple home health agencies in Michigan, including Blue Water.

30. Defendant TARIQ KHAN, a resident of Wayne County, Michigan, owned and controlled multiple home health agencies in Michigan and was associated with Professional.

31. Defendant GHULAM SHAKIR, a resident of Wayne County, Michigan, owned and controlled Agility.

COUNT 1

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

D-1 AARON GOLDFEIN, M.D.

D-2 WILLIAM SOKOLL, M.D.

D-3 WILLIAM BINDER, M.D.

D-4 MUHAMMAD ZAFAR

D-5 TARIQ KHAN

D-6 GHULAM SHAKIR

32. Paragraphs 1 through 31 of the General Allegations section of this First Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

33. From in or around December 2008, and continuing through in or around December 2013, the exact dates being unknown to the Grand Jury, in

Wayne County and Genesee County, in the Eastern District of Michigan, and elsewhere, the defendants, AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR, and others did willfully and knowingly combine, conspire, confederate, and agree with each other and others, known and unknown to the Grand Jury, to commit certain offenses against the United States, that is:

(a) to violate Title 18, United States Code, Section 1347, that is, 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; and

(b) to violate Title 18, United States Code, Section 1343, that is, to knowingly and with the intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and did knowingly transmit and cause to be

transmitted, by means of wire communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice.

Purpose of the Conspiracy

34. It was a purpose of the conspiracy for defendants AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR and others to unlawfully enrich themselves by, among other things: (a) submitting and causing the submission of false and fraudulent claims to Medicare for physician home visits, home health care services, and other services; (b) offering, paying, soliciting, and receiving kickbacks and bribes for the purpose of arranging for use of Medicare beneficiary information as the bases of claims submitted for physician home visits, home health care services, and other services; (c) concealing the submission of false and fraudulent claims to Medicare, the receipt and transfer of the proceeds from the fraud, and the payment of kickbacks and bribes; and (d) diverting proceeds of the fraud for the personal use and benefit of the defendants and their co-conspirators.

Manner and Means

The manner and means by which the defendants and their co-conspirators sought to accomplish the purpose of the conspiracy included, among others, the following:

35. AARON GOLDFEIN, M.D., and others would maintain a valid Medicare provider number for Tri City to submit Medicare claims for the cost of physician home visits and other services.

36. AARON GOLDFEIN, M.D., a physician licensed in the State of Michigan, would obtain a Medicare provider number under the Tri City group with an effective date of on or about March 4, 2004.

37. WILLIAM BINDER, M.D., a physician licensed in the State of Michigan, would obtain a Medicare provider number under the Tri City group with an effective date of on or about February 9, 2011.

38. AARON GOLDFEIN, M.D., and his co-conspirators would control the day-to-day operations at Tri City.

39. Co-conspirators would maintain valid Medicare provider numbers for home health agencies, including Blue Water, Professional, and Agility, to submit Medicare claims for the cost of physical therapy, occupational therapy, and other services.

40. AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR and their co-conspirators would submit or cause the submission of false claims to Medicare by (a) billing for physician home visits and other services that were not medically necessary and not provided; (b) billing for physician home visits that were not provided by licensed physicians; (c) billing for physician home visits where referrals for the services were obtained through the payment and promise of payment of kickbacks; (d) billing for home health health care services that were not provided and not medically necessary, and where referrals were obtained through the payment and promise of payment of kickbacks.

41. WILLIAM SOKOLL, M.D., and another co-conspirator would hold themselves out as licensed physicians and purport to perform physician home visits and other services for Medicare beneficiaries who were purported Tri City patients, although WILLIAM SOKOLL, M.D., and the co-conspirator were not licensed to practice medicine in Michigan.

42. WILLIAM SOKOLL, M.D., and the other unlicensed co-conspirator would prepare, but not sign, medical documentation purportedly evidencing physician home visits and other services provided to beneficiaries, when in fact the beneficiaries were not treated by a physician licensed in Michigan. AARON GOLDFEIN, M.D., would sign the medical documentation completed by

WILLIAM SOKOLL, M.D., and the other unlicensed co-conspirator as if he had provided services to the beneficiaries, when he had not.

43. MUHAMMAD ZAFAR, TARIQ KHAN, GHULAM SHAKIR and other co-conspirators would offer and provide kickbacks, bribes, and other inducements to beneficiary recruiters, who would themselves offer and provide kickbacks, bribes, and other inducements to Medicare beneficiaries who were purported patients of Tri City, Blue Water, Professional, Agility, and other home health agencies in Michigan. The Medicare beneficiaries would receive cash and other remuneration in exchange for providing their Medicare information to the beneficiary recruiters and allowing Tri City, Blue Water, Professional, Agility, and other home health agencies to bill for services that were medically unnecessary and not provided. In exchange for cash and other remuneration, the beneficiary recruiters would refer the beneficiaries to Tri City, Blue Water, Professional, Agility, and other home health agencies. Tri City, Blue Water, Professional, Agility, and other home health agencies would then bill Medicare for purportedly providing services to the beneficiaries, which were medically unnecessary and not provided.

44. AARON GOLDFEIN, M.D., and WILLIAM BINDER, M.D., would sign medical documentation, including home health prescriptions and certifications, ordering physical therapy and other services purportedly provided to

Medicare beneficiaries by Blue Water, Professional, Agility, and other home health agencies, when the services were not provided and not medically necessary, and where referrals for the services were obtained through the payment and promised payment of kickbacks.

45. AARON GOLDFEIN, M.D., would prescribe Medicare beneficiaries medications, including controlled substances, and allow WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., and other co-conspirators to prescribe beneficiaries medications, including controlled substances, under his name and DEA registration number, when AARON GOLDFEIN, M.D., had not seen or diagnosed the beneficiaries and the prescriptions were medically unnecessary. Medicare Part D ultimately paid for some of these prescriptions.

46. AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., and WILLIAM BINDER, M.D., and others caused Tri City to submit approximately \$4.1 million in claims to Medicare Part B. The majority of this billing—approximately \$3.3 million—was for purported physician home visits that required a physician's physical presence in the beneficiary's home.

47. AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, GHULAM SHAKIR, and others caused Medicare Part A to pay approximately \$7.9 million in claims for home health care services.

48. AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., and WILLIAM BINDER, M.D., and others caused Medicare Part D plans to pay approximately \$4.8 million in claims for prescription drug services. Of that amount, approximately \$500,000 was for controlled substance prescriptions.

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

COUNTS 2-16
Health Care Fraud
(18 U.S.C. §§ 1347 and 2)

D-1 AARON GOLDFEIN, M.D.
D-2 WILLIAM SOKOLL, M.D.
D-3 WILLIAM BINDER, M.D.
D-4 MUHAMMAD ZAFAR
D-5 TARIQ KHAN
D-6 GHULAM SHAKIR

49. Paragraphs 1 through 31 of the General Allegations section of this First Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

50. On or about the dates enumerated below, in Wayne County and Genesee County, in the Eastern District of Michigan, and elsewhere, AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR, 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 Medicare, in connection with the delivery of and payment for health care benefits, items, and services.

Purpose of the Scheme and Artifice

51. It was the purpose of the scheme and artifice for AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR to unlawfully enrich themselves through the submission of false and fraudulent Medicare claims for services that were not rendered and not medically necessary and where referrals for the services were obtained through the payment and promised payment of kickbacks.

The Scheme and Artifice

52. Paragraphs 35 through 48 of this First Superseding Indictment are realleged and incorporated by reference as though fully set forth herein as a description of the scheme and artifice.

Acts in Execution of the Scheme and Artifice

53. On or about the dates specified as to each count below, in the Eastern District of Michigan, and elsewhere, AARON GOLDFEIN, M.D., WILLIAM

SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR, 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, 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:

Count Defendant	Medicare Beneficiary	Approximate Service Date(s)	Items Billed	Company Billing	Approximate Amount Billed to or Paid by Medicare
2 GOLDFEIN	L.W.	2/28/2013	Physician Home Visit (99345)	Tri City	\$300.00 (Billed)
3 GOLDFEIN	D.M.	2/28/2013	Physician Home Visit (99345)	Tri City	\$300.00 (Billed)
4 GOLDFEIN SOKOLL	R.S.	3/1/2013	Physician Home Visit (99350)	Tri City	\$250.00 (Billed)
5 GOLDFEIN SOKOLL	V.B.	3/1/2013	Physician Home Visit (99350)	Tri City	\$250.00 (Billed)
6 GOLDFEIN BINDER	S.S.	6/19/2013	Physician Home Visit (99350)	Tri City	\$250.00 (Billed)

Count Defendant	Medicare Beneficiary	Approximate Service Date(s)	Items Billed	Company Billing	Approximate Amount Billed to or Paid by Medicare
7 GOLDFEIN BINDER	M.H.	6/19/2013	Physician Home Visit (99350)	Tri City	\$250.00 (Billed)
8 GOLDFEIN BINDER	B.P.	6/19/2013	Physician Home Visit (99350)	Tri City	\$250.00 (Billed)
9 GOLDFEIN BINDER	M.J.	6/19/2013	Physician Home Visit (99350)	Tri City	\$250.00 (Billed)
10 GOLDFEIN BINDER	M.V.	7/12/2013	Physician Home Visit (99350)	Tri City	\$250.00 (Billed)
11 BINDER KHAN	S.S.	7/1/2013- 8/29/2013	Physical Therapy and Skilled Nursing	Professional	\$1,698.77 (Paid)
12 BINDER KHAN	M.H.	7/1/2013- 7/29/2013	Physical Therapy and Skilled Nursing	Professional	\$542.91 (Paid)
13 GOLDFEIN SHAKIR	B.P.	7/1/2013- 8/15/2013	Physical Therapy	Agility	\$4,793.69 (Paid)
14 GOLDFEIN SHAKIR	M.J.	7/1/2013- 7/14/2013	Physical Therapy	Agility	\$617.83 (Paid)
15 GOLDFEIN ZAFAR	K.S.	10/2/2013- 11/25/2013	Physical Therapy and Skilled Nursing	Blue Water	\$3,284.29 (Paid)

Count Defendant	Medicare Beneficiary	Approximate Service Date(s)	Items Billed	Company Billing	Approximate Amount Billed to or Paid by Medicare
16 GOLDFEIN ZAFAR	Z.S.	10/2/2013- 11/20/2013	Physical Therapy and Skilled Nursing	Blue Water	\$3,2064.34 (Paid)

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

COUNTS 17-31
Wire Fraud
(18 U.S.C. §§ 1343 and 2)

D-1 AARON GOLDFEIN, M.D.
D-2 WILLIAM SOKOLL, M.D.
D-3 WILLIAM BINDER, M.D.
D-4 MUHAMMAD ZAFAR
D-5 TARIQ KHAN
D-6 GHULAM SHAKIR

54. Paragraphs 1 through 31 of the General Allegations section of this First Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

55. On or about the dates enumerated below, in Wayne County and Genesee County, in the Eastern District of Michigan, and elsewhere, AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR did knowingly and with the intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and

fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and did knowingly transmit and cause to be transmitted, by means of wire communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice.

Purpose of the Scheme and Artifice

56. It was the purpose of the scheme and artifice for AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR to unlawfully enrich themselves through the submission of false and fraudulent Medicare claims for services that were not rendered and not medically necessary and where referrals for the services were obtained through the payment and promised payment of kickbacks.

The Scheme and Artifice

57. Paragraphs 35 through 48 of this First Superseding Indictment are realleged and incorporated by reference as though fully set forth herein as a description of the scheme and artifice.

Acts in Execution of the Scheme and Artifice

58. On or about the dates specified as to each count below, in the Eastern District of Michigan, and elsewhere, AARON GOLDFEIN, M.D., WILLIAM

SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR did knowingly and with the intent to defraud, devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and did knowingly transmit and cause to be transmitted, by means of wire communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, as set forth below:

Count Defendant	Approximate Date	Description of Wire Communication
17 GOLDFEIN	4/15/2013	Submission of claim for a physician home visit (99345) purportedly provided by GOLDFEIN to beneficiary L.W. on 2/28/2013
18 GOLDFEIN	4/15/2013	Submission of claim for a physician home visit (99345) purportedly provided by GOLDFEIN to beneficiary D.M. on 2/28/2013
19 GOLDFEIN SOKOLL	4/12/2013	Submission of claim for a physician home visit (99350) purportedly provided by GOLDFEIN to beneficiary R.S. on 3/1/2013
20 GOLDFEIN SOKOLL	4/12/2013	Submission of claim for a physician home visit (99350) purportedly provided by GOLDFEIN to beneficiary V.B. on 3/1/2013

Count Defendant	Approximate Date	Description of Wire Communication
21 GOLDFEIN BINDER	6/28/2013	Submission of claim for a physician home visit (99350) purportedly provided by BINDER to beneficiary S.S. on 6/19/2013
22 GOLDFEIN BINDER	6/28/2013	Submission of claim for a physician home visit (99350) purportedly provided by BINDER to beneficiary M.H. on 6/19/2013
23 GOLDFEIN BINDER	6/28/2013	Submission of claim for a physician home visit (99350) purportedly provided by BINDER to beneficiary B.P. on 6/19/2013
24 GOLDFEIN BINDER	6/28/2013	Submission of claim for a physician home visit (99350) purportedly provided by BINDER to beneficiary M.J. on 6/19/2013
25 GOLDFEIN BINDER	7/16/2013	Submission of claim for a physician home visit (99350) purportedly provided by BINDER to beneficiary M.V. on 7/12/2013
26 BINDER KHAN	11/4/2013	Submission of claim for home health care services purportedly provided to beneficiary S.S. from 7/1/2013 to 8/29/2013 by Professional
27 BINDER KHAN	1/28/2014	Submission of claim for home health care services purportedly provided to beneficiary M.H. from 7/1/2013 to 7/29/2013 by Professional
28 GOLDFEIN SHAKIR	11/8/2013	Submission of claim for home health care services purportedly provided to beneficiary B.P. from 7/1/2013 to 8/15/2013 by Agility
29 GOLDFEIN SHAKIR	12/4/2013	Submission of claim for home health care services purportedly provided to beneficiary M.J. from 7/1/2013 to 7/14/2013 by Agility

Count Defendant	Approximate Date	Description of Wire Communication
30 GOLDFEIN ZAFAR	1/21/14	Submission of claim for home health care services purportedly provided to beneficiary K.S. from 10/2/2013 to 11/25/2013 by Blue Water
31 GOLDFEIN ZAFAR	1/21/2014	Submission of claim for home health care services purportedly provided to beneficiary Z.S. from 10/2/2013 to 11/20/2013 by Blue Water

COUNT 32**Conspiracy to Pay and Receive Kickbacks
(18 U.S.C. § 371 – Conspiracy)****D-1 AARON GOLDFEIN, M.D.****D-3 WILLIAM BINDER, M.D.****D-4 MUHAMMAD ZAFAR****D-5 TARIQ KHAN****D-6 GHULAM SHAKIR**

59. Paragraphs 1 through 31 of the General Allegations section of this First Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

60. From in or around May 2013, and continuing through in or around December 2013, the exact dates being unknown to the Grand Jury, in the Eastern District of Michigan, and elsewhere, defendants, AARON GOLDFEIN, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR, and others did willfully and knowingly combine, conspire,

confederate, and agree with each other and others, known and unknown to the Grand Jury, to commit certain offenses against the United States, that is,

(a) to violate Title 42, United States Code, Section 1320a-7b(b)(2)(A) by knowingly and willfully offering or paying any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare, a Federal health care program as defined in Title 18, United States Code, Section 24(b); and

(b) to violate Title 42, United States Code, Section 1320a-7b(b)(1)(A) by knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare, a Federal health care program as defined in Title 18, United States Code, Section 24(b).

Purpose of the Conspiracy

61. It was the purpose of the conspiracy for defendants AARON GOLDFEIN, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR and other co-conspirators to unlawfully enrich

themselves by offering, paying, soliciting, and receiving kickbacks and bribes in exchange for referring Medicare beneficiaries to Tri City and home health agencies to serve as patients.

Manner and Means

The manner and means by which the defendants sought to accomplish the purpose of the conspiracy included, among other things:

62. AARON GOLDFEIN, M.D., would own and operate Tri City in Livonia and Swartz Creek, Michigan, for the purpose of billing Medicare for physician and other services purportedly provided to Tri City patients by AARON GOLDFEIN, M.D., WILLIAM BINDER, M.D., and others.

63. MUHAMMAD ZAFAR, TARIQ KHAN, GHULAM SHAKIR and others would own and operate home health agencies for the purpose of billing Medicare for purportedly providing in-home physical therapy, occupational therapy, speech pathology, and/or skilled nursing services to patients.

64. AARON GOLDFEIN, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, GHULAM SHAKIR and others would enter into kickback arrangements with patient recruiters where the patient recruiters would identify and recruit Medicare beneficiaries whom the patient recruiters would refer to Tri City and the home health agencies, in exchange for payment.

65. Tri City would bill Medicare for physician services AARON GOLDFEIN, M.D., and WILLIAM BINDER, M.D., purportedly provided to the recruited beneficiaries, and AARON GOLDFEIN, M.D., and WILLIAM BINDER, M.D., would order physical therapy and other services for the recruited beneficiaries to be provided by home health agencies owned and associated with MUHAMMAD ZAFAR, TARIQ KHAN, GHULAM SHAKIR and others. The home health agencies would, in turn, bill Medicare for purportedly providing the recruited beneficiaries with physical therapy and other services ordered by AARON GOLDFEIN, M.D., and WILLIAM BINDER, M.D.

66. Through cash and checks written from the home health agency bank accounts, MUHAMMAD ZAFAR, TARIQ KHAN, GHULAM SHAKIR and others would pay the patient recruiters in exchange for referring the Medicare beneficiaries to the home health agencies and Tri City.

Overt Acts

In furtherance of the conspiracy, and to accomplish its purposes and objects, at least one of the conspirators committed, or caused to be committed, in the Eastern District of Michigan, the following overt acts, among others:

67. On or about May 21, 2013, AARON GOLDFEIN, M.D., and WILLIAM BINDER, M.D., met with a patient recruiter and agreed to introduce

the patient recruiter to co-conspirator home health agency owners who would pay for Medicare beneficiary referrals.

68. On or about May 22, 2013, AARON GOLDFEIN, M.D., and a patient recruiter met with TARIQ KHAN, GHULAM SHAKIR, and others associated with home health agencies. During the meeting, it was agreed that (a) the patient recruiter would recruit beneficiaries into the scheme; (b) WILLIAM BINDER, M.D., and AARON GOLDFEIN, M.D., would order home health care services for the beneficiaries to be provided by home health agencies associated with TARIQ KHAN, GHULAM SHAKIR and others; and (c) TARIQ KHAN, GHULAM SHAKIR and others associated with home health agencies would pay the patient recruiter \$500.00 for each recruited beneficiary.

69. On or about June 19, 2013, WILLIAM BINDER, M.D., wrote a prescription for Medicare beneficiary M.J. to receive home health care services.

70. On or about June 19, 2013, WILLIAM BINDER, M.D., wrote a prescription for Medicare beneficiary B.P. to receive home health care services.

71. On or about June 19, 2013, WILLIAM BINDER, M.D., wrote a prescription for Medicare beneficiary M.H. to receive home health care services.

72. On or about June 19, 2013, WILLIAM BINDER, M.D., wrote a prescription for Medicare beneficiary S.S. to receive home health care services.

73. On or about July 15, 2013, GHULAM SHAKIR paid a patient recruiter \$500.00 in cash and \$500.00 by check drawn from Agility's bank account in exchange for the referral of Medicare beneficiaries M.J. and B.P.

74. On or about July 15, 2013, TARIQ KHAN paid a patient recruiter \$500.00 in cash in exchange for the referral of Medicare beneficiaries M.H. and S.S.

75. On or about July 17, 2013, TARIQ KHAN arranged for a patient recruiter to receive \$500.00 by check drawn from Professional's bank account in exchange for the referral of Medicare beneficiaries M.H. and S.S.

76. On or about September 16, 2013, MUHAMMAD ZAFAR paid a patient recruiter \$250.00 by check drawn from Blue Water's bank account in exchange for the referral of Medicare beneficiaries K.S. and Z.S.

77. On or about November 19, 2013, MUHAMMAD ZAFAR paid a patient recruiter \$200.00 in cash and \$550.00 by check drawn from Blue Water's bank account in exchange for the referral of Medicare beneficiaries K.S. and Z.S.

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

COUNTS 33-36

Payment of Kickbacks

(42 U.S.C. § 1320a-7b(b)(2)(A) and 18 U.S.C. § 2)

D-4 MUHAMMAD ZAFAR

D-5 TARIQ KHAN

D-6 GHULAM SHAKIR

78. Paragraphs 1 through 31 of the General Allegations section of this First Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

79. On or about the dates enumerated below, in Oakland County, in the Eastern District of Michigan, and elsewhere, the defendants, MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR did knowingly and willfully offer and pay remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, including by cash and check, as set forth below, to any person to induce such person to refer an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part by Medicare, a Federal health care program as defined in Title 18, United States Code, Section 24(b), as set forth below:

Count Defendant	Approximate Payment Date	Payment Type	Approximate Payment Amount
33 SHAKIR	7/15/2013	Cash and Check	Cash: \$500.00 Check: \$500.00
34 KHAN	7/15/2013	Cash	\$500.00
35 ZAFAR	9/16/2013	Check	\$250.00
36 ZAFAR	11/19/2013	Cash and Check	Cash: \$200 Check: \$550.00

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

FORFEITURE ALLEGATIONS

(18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461;
18 U.S.C. § 982(a)(7)—Criminal Forfeiture)

80. The above allegations contained in this First Superseding Indictment are incorporated by reference as if set forth fully herein for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Sections 981 and 982, and Title 28, United States Code, Section 2461.

81. As a result of the violations of Title 18, United States Code, Sections 1349, 1347, 1343 and 2, as set forth in this First Superseding Indictment in Counts

1-31, AARON GOLDFEIN, M.D., WILLIAM SOKOLL, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR shall forfeit to the United States any property, real or personal, that constitutes or is derived from any proceeds obtained, directly or indirectly, as a result of such violation, pursuant to 18 U.S.C. § 982(a)(7) and 18 U.S.C. § 981(a)(1)(C), as incorporated by 28 U.S.C. § 2461.

82. As a result of the violation of Title 18, United States Code, Section 371, as set forth in this First Superseding Indictment in Count 32, AARON GOLDFEIN, M.D., WILLIAM BINDER, M.D., MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR shall forfeit to the United States any property, real or personal, that constitutes or is derived from any proceeds obtained, directly or indirectly, as a result of such violations, pursuant to 18 U.S.C. § 982(a)(7) and 18 U.S.C. § 981(a)(1)(C), as incorporated by 28 U.S.C. § 2461.

83. As a result of the violations of Title 42, United States Code, Section 1320a-7b(b)(2)(A), and Title 18, United States Code, Section 2, as set forth in this First Superseding Indictment in Counts 33-36, MUHAMMAD ZAFAR, TARIQ KHAN, and GHULAM SHAKIR shall forfeit to the United States any property, real or personal, that constitutes or is derived from any proceeds obtained, directly or indirectly, as a result of such violations, pursuant to 18 U.S.C. § 982(a)(7) and 18 U.S.C. § 981(a)(1)(C), as incorporated by 28 U.S.C. § 2461.

84. Substitute Assets: If the property described above as being 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 that cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p) as incorporated by 18 U.S.C. § 982(b) and/or 28 U.S.C. § 2461, to seek to forfeit any other property of the defendant up to the value of the forfeitable property described above.

THIS IS A TRUE BILL.

s/Grand Jury Foreperson
Grand Jury Foreperson

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Dated: June 9, 2015