

ORIGINAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

v.

NIRANJAN MITTAL,

Defendant.

SEALED INDICTMENT

-23 Cr.

23 CRIM 648

COUNT ONE

(Conspiracy to Commit Health Care Fraud and Wire Fraud)

The Grand Jury charges:

The Defendant

1. At all times relevant to this Indictment, NIRANJAN MITTAL, the defendant, was a cardiologist licensed to practice medicine in New York State.

2. At all times relevant to this Indictment, NIRANJAN MITTAL, the defendant, was the sole owner of "Niranjan K Mittal, Physician, PLLC" ("Mittal PLLC"), a professional limited liability company. Mittal PLLC operated a medical clinic located on Fifth Avenue in Brooklyn, New York (the "Brooklyn Clinic"), which performed cardiology and vascular services. The patient base of the Brooklyn Clinic included many individuals of limited economic means who were insured by government health care programs. MITTAL, through Mittal PLLC, also owned a number of other clinics across New York City that did business under the name "CareCube" and that focused largely on primary care services and COVID-19 testing.

Overview of the Scheme

3. Since at least in or around 2016 up to and including the present, NIRANJAN MITTAL, the defendant, carried out a scheme in which he and a co-conspirator ("CC-1"), and others acting at their direction, fabricated patient records and advised patients to undergo medically

unnecessary vascular procedures in an effort to bill insurers for millions of dollars' worth of these medically unnecessary procedures.

4. To ensure a steady flow of new patients to the Brooklyn Clinic, NIRANJAN MITTAL, the defendant, and CC-1 paid primary care providers, podiatrists, and other medical professionals to refer patients to the Brooklyn Clinic. Although these payments to other providers were disguised as rental payments made pursuant to purported "leases" for office space, the timing and amount of the payments often bore no relation to the terms of those leases. In fact, MITTAL and CC-1 made the purported lease payments to induce providers to refer patients to MITTAL's staff members, who, at the direction of MITTAL and CC-1, periodically traveled to the providers' offices, performed basic tests on the referred patients, and convinced the patients to attend follow-up appointments at the Brooklyn Clinic.

5. Once patients arrived at the Brooklyn Clinic, often without understanding why they had been referred to the practice, they underwent a series of diagnostic tests and follow-up office visits. These tests and office visits generally were not based on the patients' actual treatment needs. Rather, NIRANJAN MITTAL, the defendant, and CC-1, and others acting at their direction, ordered these tests and office visits to create documentation sufficient to justify subjecting patients to unnecessary vascular interventional procedures—surgical procedures that focused on clearing purported blockages in the blood vessels in patients' legs. More specifically, MITTAL and CC-1 directed others to, among other things, fabricate the descriptions of patients' symptoms recorded in the practice's office visit notes, varying the fabricated symptoms across patients so that it was not apparent that the symptoms were fake. In some instances, employees of MITTAL submitted these fabricated records directly to insurers—including insurers located in the Southern District of New York—in order to obtain authorization for procedures, or in response to

insurance audits and other requests for documentation related to procedures carried out on patients of the Brooklyn Clinic.

6. As a result of the scheme carried out by NIRANJAN MITTAL, the defendant, patients at the Brooklyn Clinic, many of whom were already in poor health, routinely underwent medically unnecessary vascular interventions, with some patients undergoing ten or more vascular surgeries over the course of several years. The patients' conditions often did not improve, despite these repeated interventions, and, in many cases, their conditions worsened.

Background on the Relevant Medical Procedures

7. Plaque buildup in the arteries, which are the blood vessels that carry blood away from the heart, can restrict blood flow to other parts of the body, creating a condition called "peripheral artery disease," or "PAD," which affects millions of Americans.

8. Although some patients with PAD are asymptomatic, other patients experience a range of symptoms. The most common symptom is pain in the legs with physical activity, such as walking, that improves after rest. In severe stages of PAD, patients can experience a condition called "chronic limb threatening ischemia," which occurs when a patient with PAD experiences ulcers, gangrene, or sustained leg pain at rest.

9. Physicians can use diagnostic tests of varying complexity to evaluate the degree of blockages in a patient's arteries. The appropriate treatment for a patient with PAD, however, depends largely on the patient's symptoms. Generally-accepted medical standards provide that the appropriate treatment for most cases of PAD is a combination of medication and lifestyle modifications, such as increasing exercise, stopping smoking, and dietary improvements. Because some peripheral tissue is supplied with blood from multiple arteries, even a significant blockage in one artery may not require further action if the patient's symptoms are adequately controlled.

10. Intervention may be medically necessary when a patient's PAD symptoms limit their lifestyle and cannot be controlled through other measures. Intervention generally begins with a peripheral angiogram, in which the physician inserts a wire and catheter into the patient's leg (typically through the groin) and injects dye to see how the blood flows. In the event a blockage is identified and further action is deemed medically necessary, the physician can then perform a revascularization procedure to improve blood flow. These procedures include atherectomy (scraping plaque from the artery, generally using a laser or blade), angioplasty (using a balloon to widen the artery), and placement of a stent (a wire mesh tube that keeps the artery open).

11. Although revascularization procedures can be effective in restoring blood flow, they also carry risk. One of the most significant risks is that the inflammation and scarring inside the artery that results from the surgery may cause the artery to re-narrow. This condition can cause the patient's artery to be more severely blocked than it was before the revascularization procedure.

Background on Medicare, Medicaid, and the Claims Process

12. Medicare is a federal health care program that provides benefits to individuals who are over the age of 65 or disabled. Medicare is administered by the Centers for Medicare & Medicaid Service ("CMS"), which is a federal agency. Many Medicare beneficiaries receive their health care coverage through third-party managed care companies, which are generally networks owned by health insurance companies that provide coverage directly to Medicare beneficiaries and receive a fee from the government for providing such coverage.

13. The New York State Medicaid program ("Medicaid") is a federal and state health care program that provides benefits to individuals who meet specified eligibility requirements. CMS oversees Medicaid and provides substantial funding to New York State for Medicaid. As with Medicare, many Medicaid beneficiaries receive their health care coverage through third-party

managed care companies.

14. For Medicaid and Medicare provided through private third-party managed care companies, health care providers generally submit claims to the managed care companies that are directly providing coverage to the beneficiaries. Those managed care companies pay the health care providers directly.

15. These managed care companies, as with Medicare, Medicaid, and private health insurance companies (collectively, the “Insurance Providers”), cover the costs of certain medical procedures and other medical services. The Insurance Providers cover these costs only if, among other requirements, the procedures are medically necessary.

16. Typically, when a provider seeks to be paid by the Insurance Providers for a procedure, the provider need not submit many, if any, medical records supporting the procedure. Medicare, for example, is a “trust-based” system that allows approved providers to submit claims electronically with limited details about the procedure. Some of the Insurance Providers require that, to be paid for a certain procedure, providers must obtain “preauthorization,” meaning that the provider must be approved in advance to perform the procedure. This approval process can require the provider to submit portions of the patient’s medical records. Additionally, the Insurance Providers can request additional documentation for claims providers submit, and can perform audits of submitted claims.

17. Insurance Providers pay providers significant amounts for revascularization procedures. Since at least in or around 2016, the average Medicare reimbursement amounts for billing codes associated with revascularization procedures was approximately \$10,000 to \$15,000 per procedure.

Payments To Generate Patient Referrals

18. In order to take advantage of the lucrative reimbursement rates for angiogram and revascularization procedures, and to bill the Insurance Providers for millions of dollars' worth of these procedures, NIRANJAN MITTAL, the defendant, and CC-1 needed a steady stream of patient referrals to the Brooklyn Clinic. MITTAL and CC-1 generated those patient referrals by paying other medical providers to send them patients.

19. NIRANJAN MITTAL, the defendant, entered into purported lease agreements pursuant to which Mittal PLLC rented space at primary care providers, podiatrists, and other medical providers who had offices across New York City, including in the Southern District of New York.

20. NIRANJAN MITTAL, the defendant, and CC-1 sought to maximize the number of offices from whom Mittal PLLC rented space, in order to maximize the number of patient referrals. In or around February 2019, for instance, Mittal PLLC had purportedly active lease arrangements with 22 other providers. In total, since in or around 2016, Mittal PLLC has entered into purported lease arrangements with over 80 providers. Some of these leases were not reduced to writing, and many of those agreements that were written failed to specify the periodic intervals at which MITTAL's staff was purportedly renting space, or the rent that was to be paid for each interval.

21. NIRANJAN MITTAL, the defendant, and CC-1 did not perform any analysis to determine whether the lease arrangements were consistent with the fair market value of the space that was to be rented, which was often one examination room in another provider's office, to which MITTAL sent staff members. In some instances, the "rent" payments made to other providers exceeded by thousands of dollars any reasonable interpretation of the payment amounts specified in the purported leases. In other instances, MITTAL and CC-1 went years without paying rent to

a provider with whom the Mittal PLLC had entered into a lease, then suddenly began making large, lump-sum “rent” payments to that provider.

22. In truth and in fact, NIRANJAN MITTAL, the defendant, and CC-1 created these lease arrangements and made purportedly corresponding “rent” payments to other providers in order to induce those other providers to refer patients to MITTAL’s staff members, who periodically visited the other providers’ offices and conducted basic tests. Staff members, at the direction of MITTAL and CC-1, then pressured patients to schedule follow-up visits at the Brooklyn Clinic, even in cases when the provider’s office was a significant distance away from the Brooklyn Clinic.

Patients’ Treatment at the Brooklyn Clinic and Fabrication of Symptoms

23. When patients visited the Brooklyn Clinic, they underwent a variety of tests at the direction of NIRANJAN MITTAL, the defendant, and CC-1, or at the direction of staff members under MITTAL’s and CC-1’s supervision. MITTAL and CC-1 frequently ordered that patients undergo testing that was not based on the patients’ symptoms but was instead based on which procedures the patient’s insurer would cover. Members of MITTAL’s staff who saw patients consulted with MITTAL, and MITTAL told them which tests to order.

24. NIRANJAN MITTAL, the defendant, and CC-1 ensured that documentation existed in each patient’s file that reflected that the patient had complained of symptoms sufficient to justify each procedure, regardless of whether the patient had actually reported such symptoms. This process of manufacturing symptoms began with the patient interview.

25. When NIRANJAN MITTAL, the defendant, and co-conspirators acting at his direction or that of CC-1, saw patients at the Brooklyn Clinic, they asked patients questions designed to elicit symptoms that could support additional vascular testing, and, ultimately,

peripheral angiograms and revascularization procedures. For example, if a patient complained to MITTAL of arthritis-related leg pain (a condition that is not treated through revascularization procedures), MITTAL wrote only “leg pain” in the visit note and did not probe the patient for further details of the pain. Other co-conspirators who saw patients at the Brooklyn Clinic at the direction of MITTAL and CC-1 engaged in a similar practice when recording a patient’s symptoms, asking pointed questions that were not designed to identify the true source of the patient’s symptom, but rather to provide a false justification for additional procedures.

26. After asking these questions, NIRANJAN MITTAL, the defendant, and other employees who saw patients, provided a brief written note—typically consisting of only a few words, such as “right leg pain”—to back-office staff members, as well as a list of the tests that were to be performed on the patient. Employees working in the back office, acting at the direction of MITTAL and CC-1, then generated a typewritten note from templates, in which they randomly picked additional symptoms sufficient to support whatever tests had been ordered. The back-office employees had no interaction with the patients, nor did they have any information about the patients’ purported symptoms apart from the brief handwritten note. Nonetheless, these individuals, acting at the direction of MITTAL and CC-1, used templates to create detailed descriptions of a patient’s purported symptoms.

27. Typically, employees destroyed handwritten symptom notes as soon as back-office staff typed the visit note. One such handwritten symptom note, however, illustrates the practice of fabricating symptoms directed by CC-1 and NIRANJAN MITTAL, the defendant. Specifically, staff at the Brooklyn Clinic who saw a particular patient (“Patient-1”) on or about February 15, 2020, wrote the following note during the patient interview, indicating only that Patient-1 reported

suffering from “RT leg pain / numbness / tingling[.]”

Ⓟ RT leg pain / numbness / tingling

28. By contrast, the typed summary of the visit by Patient-1, which employees in the back office prepared, contained multiple sentences’ worth of details about the patient’s purported symptoms, as set forth below:

Visit Date: 2/15/2020 8:56:45 AM	Physician: NIRANJAN K MITTAL
Location: Office	Referring Physician: [REDACTED]
Insurance: UHC Community-MCD	
Chief Complaints	
Patient Complaint - Leg pain.	
History of Present Illness	
A 58 Years old Female with history of Smoking, Diabetes, Hypertension, Peripheral Artery Disease and hyperlipidemia , presented today in the office complaining of daily leg pain consistent with intermittent claudication and rest pain located bilaterally and RT>LT. Patient ambulates Independently , and stated that can walk 2-3 blocks without stopping , and then can no longer ambulate due to severe pain .The symptoms subsides during rest, but gradually returns as soon as activity levels resume. After resting, patient is not able to walk same distance. The patient also feel pain with strenous muscular exertion such as walking uphill and walking while carrying out weight. Patient has been on Statins, Cilostazol, Beta blockers, Aspirin and Clopidogrel for more than 3 months with no improvement of symptoms. Due to pain, patient has limited daily activities such as doing grocery and using public transportation. Other signs and symptoms associated with the leg pain are tingling and numbness.	

29. In fact, Patient-1 never suffered from any of the symptoms described in the typewritten history prepared by the Brooklyn Clinic, and Patient-1 never reported to NIRANJAN MITTAL, the defendant, or any of his staff members, that Patient-1 had suffered from such symptoms. The files of MITTAL’s patients contain thousands of similar notes, many of which were completely fabricated by employees working in MITTAL’s back office.

Medically Unnecessary Angiograms and Revascularization Procedures

30. In addition to maximizing the number of tests that were performed at the Brooklyn Clinic, NIRANJAN MITTAL, the defendant, and CC-1 also sought to ensure that patients underwent the procedures that the Insurance Providers reimbursed at the highest rates, particularly peripheral angiograms and revascularization procedures.

31. To do so, NIRANJAN MITTAL, the defendant, and CC-1 pressured sonographers, and other employees at the Brooklyn Clinic who performed and interpreted diagnostic tests, to interpret tests in a manner to suggest that patients had more severe blockages in their arteries than they actually did. On some occasions, MITTAL interpreted the results of these diagnostic tests himself.

32. Employees at Mittal PLLC used a classification tag for patient charts: “DADM” or “Discussion Angio with Doctor Mittal.” The “DADM” tag was added to the charts of certain patients scheduled for follow-up appointments. “DADM” patients were handpicked and targeted for peripheral angiograms and revascularization: patients with the “DADM” notation on their chart were only seen by NIRANJAN MITTAL, the defendant, or another individual working at MITTAL’s direction.

33. Once NIRANJAN MITTAL, the defendant, determined that a patient’s record—including fabricated lists of symptoms and misinterpreted test results—sufficiently supported an angiogram, the patient was scheduled for the procedure (which almost always also involved revascularization). MITTAL and CC-1 sought to maximize the number of angiograms and revascularization procedures performed at the Brooklyn Clinic. Although the amount of vascular interventional procedures performed each week varied over the course of the conspiracy, for a period of time in or around 2018 or 2019, the practice scheduled between 10 and 15 patients for an angiogram per day, six days per week. If a patient scheduled for an angiogram refused or failed to show up at the last minute, MITTAL asked co-conspirators to review other patient files to find additional patients whose medical record could justify undergoing an angiogram that day. As a result, in some instances, patients who had appointments for diagnostic testing, but for whom MITTAL or CC-1 believed an Insurance Provider would pay for an angiogram, were told after they

arrived for their appointment that they would also be undergoing an angiogram that day.

34. Apart from rare circumstances, NIRANJAN MITTAL, the defendant, did not perform the angiograms or revascularization procedures himself. Instead, MITTAL retained contract surgeons, whom MITTAL paid on a per-procedure basis. These surgeons each visited the practice one or two days per week, and performed as many as ten or more angiograms and revascularization procedures in a day. These surgeons were given the visit notes with fabricated patient symptoms, along with other test results; appear to have made no attempt to verify the patient's symptoms, which were reflected in visit notes that were often full of contradictions and inconsistencies; and spent little, if any, time speaking to patients about the procedures they were about to undergo before they were sedated for the angiogram and revascularization procedures. Reimbursement for these procedures was submitted to the Insurance Providers with MITTAL as the rendering provider. Some of the surgeons earned as much working one day per week for Mittal as they did working in their other, full time jobs.

35. Patients at the Brooklyn Clinic often underwent many angiograms and revascularization procedures over a short period of time—in some cases, as many as ten to fifteen angiograms and revascularization procedures over the span of several years. Such a high pace of intervention would rarely, if ever, be medically necessary. Moreover, many of these patients did not understand the risks associated with revascularization procedures, nor did they fully appreciate the nature of the procedures they were undergoing. The patients' purported symptoms often did not improve despite these repeated revascularization procedures, which were sometimes performed multiple times on the same artery.

The Submission of Fraudulent Claims

36. Employees acting at the direction of NIRANJAN MITTAL, the defendant, and

CC-1 submitted claims for the medically unnecessary angiograms and revascularization procedures described above to the Insurance Providers. Employees submitted these claims electronically and by facsimile from Brooklyn, New York, to the Insurance Providers, who were located in New York, New York, and outside New York State. Although in many instances the employees acting at the direction of MITTAL and CC-1 did not need to include the patient's underlying records when submitting claims, in some instances employees of MITTAL did submit patient records—including visit notes with fabricated symptoms—directly to the Insurance Providers. Employees did so when the Insurance Providers required preauthorization and when Insurance Providers requested additional documentation in support of submitted claims.

37. Since 2016, Mittal PLLC has billed the Insurance Providers for over \$100 million worth of angiograms and revascularization procedures.

Statutory Allegations

38. From at least in or about 2016, up to and including the present, in the Southern District of New York and elsewhere, NIRANJAN MITTAL, the defendant, and others known and unknown, willfully and knowingly combined, conspired, confederated, and agreed together and with each other to commit health care fraud and wire fraud, in violation of Title 18, United States Code, Sections 1347 and 1343.

39. It was a part and an object of the conspiracy that NIRANJAN MITTAL, the defendant, and others known and unknown, knowingly and willfully, would and did execute and attempt to execute a scheme and artifice to defraud a health care benefit program, 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, a 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, to wit, MITTAL engaged in a scheme to create false patient records supporting medically unnecessary angiograms and revascularization procedures, and bill the Insurance Providers for those medically unnecessary procedures.

40. It was further a part and an object of the conspiracy that NIRANJAN MITTAL, the defendant, and others known and unknown, knowingly having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343, to wit, MITTAL engaged in a scheme to create false patient records supporting medically unnecessary angiograms and revascularization procedures, and bill the Insurance Providers for those medically unnecessary procedures by sending those claims, and in some instances the false patient records, via facsimile and electronic submissions via the Internet.

(Title 18, United States Code, Section 1349.)

COUNT TWO
(Health Care Fraud)

The Grand Jury further charges:

41. The allegations contained in paragraphs 1 through 37 of this Indictment are hereby repeated, realleged, and incorporated by reference, as if fully set forth herein.

42. From at least in or about 2016 up to and including the present, in the Southern District of New York and elsewhere, NIRANJAN MITTAL, the defendant, knowingly and willfully executed, and attempted to execute, a scheme and artifice to defraud a health care benefit program, 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, a 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, to wit, MITTAL engaged in a scheme to create false patient records supporting medically unnecessary angiograms and revascularization procedures, and bill the Insurance Providers for those medically unnecessary procedures.

(Title 18, United States Code, Sections 1347 and 2.)

COUNT THREE
(Conspiracy To Violate the Anti-Kickback Statute)

The Grand Jury further charges:

43. The allegations contained in paragraphs 1 through 37 of this Indictment are hereby repeated, realleged, and incorporated by reference, as if fully set forth herein.

44. From at least at least at least in or around 2016, up to and including the present, in the Southern District of New York and elsewhere, NIRANJAN MITTAL, the defendant, and others known and unknown, willfully and knowingly combined, conspired, confederated, and agreed together and with each other to commit offenses against the United States, to wit, to violate the Anti-Kickback Statute, in violation of Title 42, United States Code, Section 1320a-7b(b)(2)(A).

45. It was a part and an object of the conspiracy that NIRANJAN MITTAL, the defendant, and others known and unknown, willfully and knowingly would and did offer and pay remuneration (including kickback, bribes, and rebates), directly and indirectly, overtly and covertly, in cash and in kind, to another person to induce such person to refer 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 under a Federal health care program, to wit, MITTAL engaged in a scheme to make payments to other providers, which payments were disguised as “rent” payments but that were in fact payments to induce, and in exchange for, patient referrals.

Overt Acts

46. In furtherance of the conspiracy and to effect the illegal objects thereof, the following overt acts, among others, were committed in the Southern District of New York and elsewhere:

a. In or around August 2018, NIRANJAN MITTAL, the defendant, issued a \$12,000 check to a referring provider, which the provider cashed in the Bronx, New York.

b. In or around 2022, a co-conspirator, acting at the direction of CC-1, traveled to the Bronx, New York, to approach other medical providers about entering into leases, in an effort to secure patient referrals for the Brooklyn Clinic.

(Title 18, United States Code, Section 371.)

COUNT FOUR
(Violation of the Anti-Kickback Statute)

The Grand Jury further charges:

47. The allegations contained in paragraphs 1 through 37 of this Indictment are hereby repeated, realleged, and incorporated by reference, as if fully set forth herein.

48. From at least at least at least in or around 2016, up to and including the present, in the Southern District of New York and elsewhere, NIRANJAN MITTAL, the defendant, willfully and knowingly would and did offer and pay remuneration (including kickback, bribes, and rebates), directly and indirectly, overtly and covertly, in cash and in kind, to another person to induce such person to refer 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 under a Federal health care program, in violation of Title 42, United States Code, Section 1320a-7b(b)(2)(A), to wit, MITTAL engaged in a scheme to make payments to other providers, which payments were disguised as “rent” payments but that were in fact payments to induce, and in

exchange for, patient referrals.

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

FORFEITURE ALLEGATION

49. As a result of committing the offenses alleged in Counts One through Four of this Indictment, NIRANJAN MITTAL, the defendant, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7), any and all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of said offenses, including but not limited to a sum of money in United States currency representing the amount of proceeds traceable to the commission of said offenses.

Substitute Assets Provision

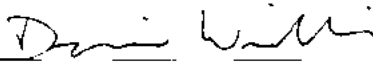
50. If any of the above-described forfeitable property, as a result of any act or omission by the defendant:

- 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 subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), and Title 28, United States Code Section 2461(c), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

(Title 18, United States Code, Section 982;
Title 21, United States Code, Section 853; and
Title 28, United States Code, Section 2461.)




DAMIEN WILLIAMS
United States Attorney