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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY:

DEPUTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

July 2002 Grand Jury

11	UNITED STATES OF AMERICA,)	Criminal Case No. <u>03CR1587L</u>
12	Plaintiff,)	<u>I N D I C T M E N T</u>
13	v.)	(Superseding)
14	BARRY WEINBAUM (1),)	Title 18, U.S.C., Sec. 371 -
15	TENET HEALTHSYSTEM)	Conspiracy; Title 42, U.S.C.,
16	HOSPITALS, INC. (2),)	Secs. 1320a-7b(b)(2)(A) - Offering
17	ALVARADO HOSPITAL MEDICAL)	and Paying Remunerations;
18	CENTER, INC. (3),)	Title 18, U.S.C., Sec. 2 - Aiding
19	Defendants.)	and Abetting

The grand jury charges:

INTRODUCTORY ALLEGATIONS

At all times relevant to the charges in this indictment:

1. Medicare is a Federal health care program that provides basic medical coverage for persons age 65 and over who are entitled to retirement benefits and for persons under age 65 who suffer from certain disabilities. The United States funds 100% of Medicare, which is administered by the United States Department of Health and Human Services.

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DEB:nlv(2):San Diego
7/17/03

1 by Tenet's President and Chief Operating Officer, to administer the
2 Corporate Integrity Program. The CIA provided that "The Corporate
3 Integrity Program shall be maintained so as to ensure, to the extent
4 reasonably possible, that [Tenet] and each of its directors, officers,
5 employees and contractors maintain the business integrity required of
6 a participant in federally-funded health care programs, and that
7 [Tenet's] delivery of medical care is in compliance with all laws and
8 regulations applicable to such programs and with the terms of this
9 Agreement."

10 13. Tenet Healthcare Corporation's written corporate policy on
11 physician relocation and recruitment agreements, promulgated as an
12 interim policy on July 1, 1993, and as a final policy on October 1,
13 1995, provided that any monetary benefits conferred by a physician
14 relocation and recruitment agreement must not "inure to the benefit
15 of any physician(s) other than the recruited physician." Tenet's
16 policy also mandated the CEO of any hospital entering into such an
17 agreement should submit the proposed Relocation Agreement and
18 supporting documentation, with a cover memo, to the Regional Vice
19 President of Operations and the Regional Law Department for pre-
20 approval.

21 14. All Tenet employees, including defendant BARRY WEINBAUM,
22 received regular ethics training, including training on the federal
23 anti-kickback statute.

24 ALVARADO HOSPITAL'S RELOCATION AGREEMENTS

25 15. From 1992 to the present, defendant BARRY WEINBAUM has
26 executed more than 100 physician Relocation Agreements on behalf of
27 defendant TENET HEALTHSYSTEM HOSPITALS, INC. and defendant ALVARADO
28

1 HOSPITAL MEDICAL CENTER, INC., which resulted in more than \$10,000,000
2 in payments to physicians.

3 16. Much of the more than \$10,000,000 paid pursuant to the
4 Relocation Agreements inured to the benefit of the established
5 physician practices that the relocated physicians joined.

6 ESTABLISHED MEDICAL PRACTICES

7 17. The San Diego Sports Medicine & Orthopaedic Center, Dr. Paul
8 Ver Hoeve, Dr. John Gaidry, the Mid-City Medical Group, Drs. Hamid and
9 Nasrin Mani, Dr. Larry Emdur, the Center for Family Health and
10 Dr. Richard Parker are established physician practices located in
11 San Diego County.

12 18. All of established physician practices identified in
13 paragraph 17 referred Federal health care program patients, including
14 Medicare and/or Medi-Cal beneficiaries, to Alvarado Hospital.

15 Count 1

16 (Conspiracy)

17 1. Paragraphs 1-18 of the Introductory Allegations hereby are
18 incorporated by reference as if fully set forth herein.

19 2. On or about a date unknown and continuing until the date of
20 this indictment, within the Southern District of California, and
21 elsewhere, defendants BARRY WEINBAUM, TENET HEALTHSYSTEM HOSPITALS,
22 INC., and ALVARADO HOSPITAL MEDICAL CENTER, INC., did knowingly and
23 intentionally conspire with each other and with others known and
24 unknown to the grand jury to commit offenses against the United
25 States, that is violations of Title 42, United States Code,
26 Section 1320a-7b(b)(1)(A) (soliciting and receiving remunerations);
27 and Title 42, United States Code, Section 1320a-7b(b)(2)(A) (offering
28 and paying remunerations).

1 3. It was part of the conspiracy that defendants BARRY
2 WEINBAUM, TENET HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL
3 MEDICAL CENTER, INC. induced physicians to refer patients insured by
4 a Federal health care program to Alvarado Hospital's inpatient and
5 outpatient facilities by:

6 a. Paying physicians to locate their practices in the
7 Alvarado Hospital service area;

8 b. Paying money to physicians pursuant to Relocation
9 Agreements having previously arranged for much of that money to be
10 passed through to established physician practices that defendants had
11 targeted for increased referrals, and to established physician
12 practices that were loyal referrers of patients to Alvarado Hospital;

13 c. Paying Relocation Agreement benefits to relatives of
14 established physicians whom defendants had targeted for increased
15 referrals, and to relatives of established physicians who were loyal
16 referrers of patients to Alvarado Hospital; and

17 d. Paying physicians pursuant to "personal services
18 contracts" for managing, marketing, and expanding their own practices.

19 4. It was a further part of the conspiracy that, from 1992 to
20 the present, defendants BARRY WEINBAUM, TENET HEALTHSYSTEM HOSPITALS,
21 INC., and ALVARADO HOSPITAL MEDICAL CENTER, INC. caused more than
22 \$10,000,000 to be paid to more than 100 physicians who agreed to
23 locate their practices in the Alvarado Hospital service area, and to
24 the established physician practices that those physicians joined, with
25 the intent to induce those physicians to refer patients to Alvarado
26 Hospital.

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OVERT ACTS

In furtherance of the conspiracy and to effect its objects, the following overt acts, among others, were committed in the Southern District of California, and elsewhere:

The San Diego Sports Medicine & Orthopaedic Center

1. On or about August 1, 1994, defendant BARRY WEINBAUM signed a Relocation Agreement on behalf of defendant TENET HEALTHSYSTEM HOSPITALS, INC. (then known as NME Hospitals, Inc.) with Dr. C. A., having previously arranged for at least \$50,000 of the money paid by defendant TENET HEALTHSYSTEM HOSPITALS, INC. under that agreement to be passed through by Dr. C. A. to the San Diego Sports Medicine & Orthopaedic Center.
2. On or about August 14, 1997, after learning that the San Diego Sports Medicine & Orthopaedic Center was responsible for paying all debts that Dr. C. A. incurred under his Relocation Agreement, defendant BARRY WEINBAUM signed a letter on behalf of defendant TENET HEALTHSYSTEM HOSPITALS, INC. forgiving a \$97,003.14 debt that Dr. C. A. incurred by breaching his Relocation Agreement.

Dr. Paul Ver Hoeve

3. On or about October 31, 1995, defendant BARRY WEINBAUM signed a Relocation Agreement on behalf of defendant TENET HEALTHSYSTEM HOSPITALS, INC. with Dr. P. M., having previously arranged for at least \$164,000 of the money paid by defendant TENET HEALTHSYSTEM HOSPITALS, INC. under that agreement to be passed through by Dr. P. M. to Dr. Paul Ver Hoeve.

- 1 4. On or about August 1, 1996, defendant BARRY WEINBAUM signed
2 a Relocation Agreement on behalf of defendant TENET
3 HEALTHSYSTEM HOSPITALS, INC. with Dr. B. W., having
4 previously arranged for at least \$194,000 of the money paid
5 by defendant TENET HEALTHSYSTEM HOSPITALS, INC. under that
6 agreement to be passed through by Dr. B. W. to Dr. Paul Ver
7 Hoeve.
- 8 5. On or about September 1, 1996, defendant BARRY WEINBAUM
9 signed a personal services contract with Dr. Paul Ver Hoeve
10 pursuant to which defendant TENET HEALTHSYSTEM HOSPITALS,
11 INC. would pay Dr. Paul Ver Hoeve \$3,000 per month.
- 12 6. In or about May, 1997, defendant BARRY WEINBAUM approved a
13 fiscal year 1998 goal for a defendant TENET HEALTHSYSTEM
14 HOSPITALS, INC. administrative employee that stated "Grow
15 Dr. Paul Ver Hoeve's practice and strengthen alliance with
16 Alvarado Hospital Medical Center; Recruit Dr. [S. L.].
17 Grow admissions by 24 per year.
- 18 7. On or about May 15, 1997, defendant BARRY WEINBAUM signed
19 a Relocation Agreement on behalf of defendant TENET
20 HEALTHSYSTEM HOSPITALS, INC. with Dr. S. L., having
21 previously arranged for at least \$194,000 of the money paid
22 by defendant TENET HEALTHSYSTEM HOSPITALS, INC. under that
23 agreement to be passed through by Dr. S. L. to Dr. Paul
24 Ver Hoeve.
- 25 8. On or about September 10, 1997, defendant BARRY WEINBAUM
26 signed a letter agreeing to extend defendant TENET
27 HEALTHSYSTEM HOSPITALS, INC.'s \$3,000 monthly payments to
28 Dr. Paul Ver Hoeve.

- 1 9. On or about December 1, 1997, defendant BARRY WEINBAUM
2 signed a Relocation Agreement on behalf of defendant TENET
3 HEALTHSYSTEM HOSPITALS, INC. with Dr. R. P., having
4 previously arranged for at least \$140,000 of the money paid
5 by defendant TENET HEALTHSYSTEM HOSPITALS, INC. under that
6 agreement to be passed through by Dr. R. P. to Dr. Paul Ver
7 Hoeve.
- 8 10. In or about January, 1998, defendant BARRY WEINBAUM
9 instructed Dr. Paul Ver Hoeve and his accountant to not
10 characterize the money paid to Dr. Paul Ver Hoeve through
11 the relocated physicians as "Alvarado Income."
- 12 11. In or about January, 1998, Dr. Paul Ver Hoeve directed his
13 accountant to change the characterization of the money that
14 he indirectly received through the Relocation Agreements
15 from "Alvarado Income" to "Other Income."
- 16 12. On or about March 12, 1998, Dr. Paul Ver Hoeve received a
17 check in the amount of \$12,000 from Dr. S. L.
- 18 13. On or about March 16, 1998, Dr. Paul Ver Hoeve endorsed a
19 check in the amount of \$9,600 from Dr. R. P.
- 20 14. On or about April 3, 1998, defendant BARRY WEINBAUM
21 approved a physician activity log submitted by Dr. Paul Ver
22 Hoeve pursuant to his personal services contract with
23 Alvarado Hospital.
- 24 15. On or about April 30, 1998, defendant BARRY WEINBAUM
25 approved a physician activity log submitted by Dr. Paul Ver
26 Hoeve pursuant to his personal services contract with
27 Alvarado Hospital.
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1 16. On or about May 29, 1998, defendant BARRY WEINBAUM approved
2 a physician activity log submitted by Dr. Paul Ver Hoeve
3 pursuant to his personal services contract with Alvarado
4 Hospital.

5 Dr. John Gaidry

6 17. On or about January 12, 1998, defendant BARRY WEINBAUM
7 signed a Relocation Agreement on behalf of defendant TENET
8 HEALTHSYSTEM HOSPITALS, INC. with Dr. B. G., the wife of
9 Dr. John Gaidry, whom defendant BARRY WEINBAUM had arranged
10 to take over the practice of Dr. Paul Ver Hoeve, pursuant
11 to which defendant TENET HEALTHSYSTEM HOSPITALS, INC.
12 agreed to pay \$70,000 for leasehold improvements and
13 equipment purchases, \$180,000 for office expenses, and a
14 \$132,000 collections guarantee for one year, up to a
15 maximum obligation of \$312,000.

16 The Mid-City Medical Group

17 18. On or about February 5, 1996, defendant BARRY WEINBAUM
18 reviewed a letter from the physicians of the Mid-City
19 Medical Group soliciting money from Alvarado Hospital to
20 expand their practice and stating that the "patient load
21 that we are capable to expand will definitely help to
22 increase the flow of admissions to the Alvarado Hospital
23 Medical Center."

24 19. On or about July 1, 1996, defendant BARRY WEINBAUM signed
25 a Relocation Agreement on behalf of defendant TENET
26 HEALTHSYSTEM HOSPITALS, INC. with Dr. H. N., having
27 previously arranged for at least \$230,000 of the money paid
28 by defendant TENET HEALTHSYSTEM HOSPITALS, INC. under that

1 agreement to be passed through by Dr. H. N. to the Mid-City
2 Medical Group.

3 Drs. Nasrin and Hamid Mani

4 20. On or about July 1, 1996, defendant BARRY WEINBAUM signed
5 a Relocation Agreement with Dr. M. M., who had just
6 completed a residency, that guaranteed him an income of
7 \$435,000 for one year to join the "California Retina
8 Associates" practice of Dr. M. M.'s brother and sister,
9 Drs. Nasrin and Hamid Mani, who recently had brought their
10 ophthalmology surgery practice to Alvarado Hospital from a
11 competing hospital.

12 21. On or about February 4, 1999, defendant BARRY WEINBAUM
13 signed a Relocation Agreement with Dr. D. M., the husband
14 of Dr. Nasrin Mani, that guaranteed Dr. D. M. collections
15 of \$296,400 for one year.

16 22. On or about July 22, 2002, defendant BARRY WEINBAUM signed
17 a Relocation Agreement with Dr. P. M., the sister of Drs.
18 Hamid and Nasrin Mani, that guaranteed Dr. P. M.
19 collections of \$369,000 for one year.

20 Dr. Larry Emdur

21 23. On or about July 20, 1998, defendant BARRY WEINBAUM signed
22 a Relocation Agreement on behalf of defendant TENET
23 HEALTHSYSTEM HOSPITALS, INC. with Dr. J. B., having
24 previously arranged for at least \$153,000 of the money paid
25 by defendant TENET HEALTHSYSTEM HOSPITALS, INC. under that
26 agreement to be passed through by Dr. J. B. to Dr. Larry
27 Emdur.

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1 24. On or about December 10, 2001, defendant BARRY WEINBAUM
2 signed a Relocation Agreement on behalf of defendant
3 ALVARADO HOSPITAL MEDICAL CENTER, INC. with Dr. T. B.,
4 having previously arranged for at least \$144,000 of the
5 money paid by defendant TENET HEALTHSYSTEM HOSPITALS, INC.
6 under that agreement to be passed through by Dr. T. B. to
7 Dr. Larry Emdur.

8 The Center for Family Health

9 25. On or about October 22, 1998, defendant BARRY WEINBAUM
10 signed a Relocation Agreement on behalf of defendant TENET
11 HEALTHSYSTEM HOSPITALS, INC. with Dr. S. A., having
12 previously arranged for at least \$166,304 of the money paid
13 by defendant TENET HEALTHSYSTEM HOSPITALS, INC. under that
14 agreement to be passed through by Dr. S. A. to the Center
15 for Family Health.

16 Dr. Richard Parker/San Diego Sports Medicine and Family Health Center

17 26. On or about August 3, 1998, defendant BARRY WEINBAUM signed
18 a Relocation Agreement on behalf of defendant TENET
19 HEALTHSYSTEM HOSPITALS, INC. with Dr. M. P., the wife of
20 Dr. Richard Parker, an established physician in the
21 San Diego Sports Medicine and Family Health Center, that
22 guaranteed Dr. M. P. a \$300,000 collections guarantee for
23 one year, and \$50,000 in leasehold improvements.

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

25 Count 2

26 (Paying Illegal Remunerations)

27 On or about March 10, 1998, defendants BARRY WEINBAUM, TENET
28 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,

1 INC., did knowingly and willfully offer and pay a remuneration,
2 including a kickback and bribe, directly and indirectly, overtly and
3 covertly, in cash and in kind, to Dr. Paul Ver Hoeve (Check
4 No. 001441595) to induce Dr. Paul Ver Hoeve to refer individuals,
5 including Medicare patients, to Alvarado Hospital Medical Center for
6 the furnishing of services for which payment may be made in whole or
7 in part under a Federal health care program; in violation of Title 42,
8 United States Code, Section 1320a-7b(b)(2)(A), and Title 18, United
9 States Code, Section 2.

10 Count 3

11 (Paying Illegal Remunerations)

12 On or about March 10, 1998, defendants BARRY WEINBAUM, TENET
13 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
14 INC., did knowingly and willfully offer and pay a remuneration,
15 including a kickback and bribe, directly and indirectly, overtly and
16 covertly, in cash and in kind to Dr. Paul Ver Hoeve (Check
17 No. 001441670) to induce Dr. Paul Ver Hoeve to refer individuals,
18 including Medicare patients, to Alvarado Hospital Medical Center for
19 the furnishing of services for which payment may be made in whole or
20 in part under a Federal health care program; in violation of Title 42,
21 United States Code, Section 1320a-7b(b)(2)(A), and Title 18, United
22 States Code, Section 2.

23 Count 4

24 (Paying Illegal Remunerations)

25 On or about March 24, 1998, defendants BARRY WEINBAUM, TENET
26 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
27 INC., did knowingly and willfully offer and pay a remuneration,
28 including a kickback and bribe, directly and indirectly, overtly and

1 covertly, in cash and in kind, to Dr. Paul Ver Hoeve (Check
2 No. 001472776) to induce Dr. Paul Ver Hoeve to refer individuals,
3 including Medicare patients, to Alvarado Hospital Medical Center for
4 the furnishing of services for which payment may be made in whole or
5 in part under a Federal health care program; in violation of Title 42,
6 United States Code, Section 1320a-7b(b)(2)(A), and Title 18, United
7 States Code, Section 2.

8 Count 5

9 (Paying Illegal Remunerations)

10 On or about April 7, 1998, defendants BARRY WEINBAUM, TENET
11 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
12 INC., did knowingly and willfully offer and pay a remuneration,
13 including a kickback and bribe, directly and indirectly, overtly and
14 covertly, in cash and in kind to Dr. Paul Ver Hoeve (Check
15 No. 001503591) to induce Dr. Paul Ver Hoeve to refer individuals,
16 including Medicare patients, to Alvarado Hospital Medical Center for
17 the furnishing of services for which payment may be made in whole or
18 in part under a Federal health care program; in violation of Title 42,
19 United States Code, Section 1320a-7b(b)(2)(A), and Title 18, United
20 States Code, Section 2.

21 Count 6

22 (Paying Illegal Remunerations)

23 On or about April 23, 1998, defendants BARRY WEINBAUM, TENET
24 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
25 INC., did knowingly and willfully offer and pay a remuneration,
26 including a kickback and bribe, directly and indirectly, overtly and
27 covertly, in cash and in kind, to Dr. Paul Ver Hoeve (Check
28 No. 001541571) to induce Dr. Paul Ver Hoeve to refer individuals,

1 including Medicare patients, to Alvarado Hospital Medical Center for
2 the furnishing of services for which payment may be made in whole or
3 in part under a Federal health care program; in violation of Title 42,
4 United States Code, Section 1320a-7b(b)(2)(A), and Title 18, United
5 States Code, Section 2.

6 Count 7

7 (Paying Illegal Remunerations)

8 On or about May 12, 1998, defendants BARRY WEINBAUM, TENET
9 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
10 INC., did knowingly and willfully offer and pay a remuneration,
11 including a kickback and bribe, directly and indirectly, overtly and
12 covertly, in cash and in kind to Dr. Paul Ver Hoeve (Check
13 No. 001585483) to induce Dr. Paul Ver Hoeve to refer individuals,
14 including Medicare patients, to Alvarado Hospital Medical Center for
15 the furnishing of services for which payment may be made in whole or
16 in part under a Federal health care program; in violation of Title 42,
17 United States Code, Section 1320a-7b(b)(2)(A), and Title 18, United
18 States Code, Section 2.

19 Count 8

20 (Paying Illegal Remunerations)

21 On or about July 23, 1998, defendants BARRY WEINBAUM, TENET
22 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
23 INC., did knowingly and willfully offer and pay a remuneration,
24 including a kickback and bribe, directly and indirectly, overtly and
25 covertly, in cash and in kind, to Dr. Larry Emdur (Check No. 1793191)
26 to induce Dr. Larry Emdur to refer individuals, including Medicare
27 patients, to Alvarado Hospital Medical Center for the furnishing of
28 services for which payment may be made in whole or in part under a

1 Federal health care program; in violation of Title 42, United States
2 Code, Section 1320a-7b(b)(2)(A), and Title 18, United States Code,
3 Section 2.

4 Count 9

5 (Paying Illegal Remunerations)

6 On or about July 28, 1998, defendants BARRY WEINBAUM, TENET
7 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
8 INC., did knowingly and willfully offer and pay a remuneration,
9 including a kickback and bribe, directly and indirectly, overtly and
10 covertly, in cash and in kind, to Dr. Larry Emdur (Check No. 1801005)
11 to induce Dr. Larry Emdur to refer individuals, including Medicare
12 patients, to Alvarado Hospital Medical Center for the furnishing of
13 services for which payment may be made in whole or in part under a
14 Federal health care program; in violation of Title 42, United States
15 Code, Section 1320a-7b(b)(2)(A), and Title 18, United States Code,
16 Section 2.

17 Count 10

18 (Paying Illegal Remunerations)

19 On or about November 4, 1998, defendants BARRY WEINBAUM, TENET
20 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
21 INC., did knowingly and willfully offer and pay a remuneration,
22 including a kickback and bribe, directly and indirectly, overtly and
23 covertly, in cash and in kind, to Dr. Robert Malkus of the Center for
24 Family Health (Check No. 2013027) to induce Dr. Robert Malkus to refer
25 individuals, including Medicare patients, to Alvarado Hospital Medical
26 Center for the furnishing of services for which payment may be made
27 in whole or in part under a Federal health care program; in violation
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1 of Title 42, United States Code, Section 1320a-7b(b)(2)(A), and
2 Title 18, United States Code, Section 2.

3 Count 11

4 (Paying Illegal Remunerations)

5 On or about December 15, 1998, defendants BARRY WEINBAUM, TENET
6 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
7 INC., did knowingly and willfully offer and pay a remuneration,
8 including a kickback and bribe, directly and indirectly, overtly and
9 covertly, in cash and in kind, to Dr. Robert Malkus of the Center for
10 Family Health (Check No. 2102969) to induce Dr. Robert Malkus to refer
11 individuals, including Medicare patients, to Alvarado Hospital Medical
12 Center for the furnishing of services for which payment may be made
13 in whole or in part under a Federal health care program; in violation
14 of Title 42, United States Code, Section 1320a-7b(b)(2)(A), and
15 Title 18, United States Code, Section 2.

16 Count 12

17 (Paying Illegal Remunerations)

18 On or about March 11, 1999, defendants BARRY WEINBAUM, TENET
19 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
20 INC., did knowingly and willfully offer and pay a remuneration,
21 including a kickback and bribe, directly and indirectly, overtly and
22 covertly, in cash and in kind, to Dr. Robert Malkus of the Center for
23 Family Health (Check No. 2298255) to induce Dr. Robert Malkus to refer
24 individuals, including Medicare patients, to Alvarado Hospital Medical
25 Center for the furnishing of services for which payment may be made
26 in whole or in part under a Federal health care program; in violation
27 of Title 42, United States Code, Section 1320a-7b(b)(2)(A), and
28 Title 18, United States Code, Section 2.

Count 13

(Paying Illegal Remunerations)

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3 On or about May 18, 1999, defendants BARRY WEINBAUM, TENET
4 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
5 INC., did knowingly and willfully offer and pay a remuneration,
6 including a kickback and bribe, directly and indirectly, overtly and
7 covertly, in cash and in kind, to Dr. Robert Malkus of the Center for
8 Family Health (Check No. 2449982) to induce Dr. Robert Malkus to refer
9 individuals, including Medicare patients, to Alvarado Hospital Medical
10 Center for the furnishing of services for which payment may be made
11 in whole or in part under a Federal health care program; in violation
12 of Title 42, United States Code, Section 1320a-7b(b)(2)(A), and
13 Title 18, United States Code, Section 2.

14 Count 14

15 (Paying Illegal Remunerations)

16 On or about March 26, 1998, defendants BARRY WEINBAUM, TENET
17 HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER,
18 INC., did knowingly and willfully offer and pay a remuneration,
19 including a kickback and bribe, directly and indirectly, overtly and
20 covertly, in cash and in kind, to Dr. John Gaidry (Check No. 1480504)
21 to induce Dr. John Gaidry to refer individuals, including Medicare
22 patients, to Alvarado Hospital Medical Center for the furnishing of
23 services for which payment may be made in whole or in part under a
24 Federal health care program; in violation of Title 42, United States
25 Code, Section 1320a-7b(b)(2)(A), and Title 18, United States Code,
26 Section 2.

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Count 15

(Paying Illegal Remunerations)

On or about July 14, 1998, defendants BARRY WEINBAUM, TENET HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER, INC., did knowingly and willfully offer and pay a remuneration, including a kickback and bribe, directly and indirectly, overtly and covertly, in cash and in kind, to Dr. John Gaidry (Check No. 1770438) to induce Dr. John Gaidry to refer individuals, including Medicare patients, to Alvarado Hospital Medical Center for the furnishing of services 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), and Title 18, United States Code, Section 2.

Count 16

(Paying Illegal Remunerations)

On or about August 6, 1998, defendants BARRY WEINBAUM, TENET HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER, INC., did knowingly and willfully offer and pay a remuneration, including a kickback and bribe, directly and indirectly, overtly and covertly, in cash and in kind, to Dr. Richard Parker (Check No. 1823934) to induce Dr. Richard Parker to refer individuals, including Medicare patients, to Alvarado Hospital Medical Center for the furnishing of services 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), and Title 18, United States Code, Section 2.

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Count 17

(Paying Illegal Remunerations)

On or about August 13, 1998, defendants BARRY WEINBAUM, TENET HEALTHSYSTEM HOSPITALS, INC., and ALVARADO HOSPITAL MEDICAL CENTER, INC., did knowingly and willfully offer and pay a remuneration, including a kickback and bribe, directly and indirectly, overtly and covertly, in cash and in kind, to Dr. Richard Parker (Check No. 1839293) to induce Dr. Richard Parker to refer individuals, including Medicare patients, to Alvarado Hospital Medical Center for the furnishing of services 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), and Title 18, United States Code, Section 2.

DATED: July 17, 2003.

A TRUE BILL:

Foreperson

CAROL C. LAM
United States Attorney

By: _____
DANIEL E. BUTCHER
Assistant U.S. Attorney