

ORIGINAL

FILED IN OPEN COURT
U.S.D.C. - Atlanta

FEB 16 2016

JAMES N. HATTEN, Clerk
By: *[Signature]* Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA

v.

ROBERT E. WINDSOR

Criminal Information

No. 1:16-CR-068

THE UNITED STATES ATTORNEY CHARGES THAT:

Count One

Health Care Fraud
(18 U.S.C. § 1347)

1. Beginning at a date unknown, but no later than January 2010, through in or about July 2013, in the Northern District of Georgia and elsewhere, the defendant, ROBERT E. WINDSOR, a licensed physician, knowingly devised and intended 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, and by the omission of material facts, that is, by claiming to have performed health care services, well knowing and having reason to know that said materially false pretenses, representations, and promises were and would be false and fraudulent when made and that said omissions were and would be material.

Background

At all times relevant to this Information:

2. The defendant, ROBERT E. WINDSOR, was licensed to practice medicine in Georgia, among other states. The defendant was the owner and operator of Georgia Surgical Monitoring, LLC, a Georgia medical practice.

3. Intra-Operative Monitoring (IOM) is a medical procedure in which a physician monitors nerve and spinal cord activity during a surgical procedure in order to minimize potential adverse effects to a patient's nervous system during surgery.

4. Under certain circumstances, health care benefit programs, including private companies providing health insurance, will pay all or a portion of the cost of IOM.

5. On or about July 1, 2007, the defendant, on behalf of Georgia Surgical Monitoring, LLC, entered into an Independent Contractor Agreement (the Contract) with American Neuromonitoring Associates, P.C., (ANA) a Maryland corporation, wherein the defendant agreed to provide IOM services as an independent contractor for ANA and its sister company, Impulse Monitoring Inc. (IMI).

6. Under the terms of the Contract, the defendant was to provide "on a real-time basis via on-line communication, the professional component of the monitoring services for patients" that were in surgery and assigned to him by ANA. At the conclusion of the surgery, the monitoring physician is responsible for submitting a Final Monitoring Report that details the monitoring that he or she performed. ANA and IMI were responsible for billing patients and health care benefit programs, as defined in Title 18, United States Code, Section 24(b),

for the services rendered, and, in turn, paid the defendant a fee per surgeries monitored. In submitting claims to health care benefit programs, ANA and IMI relied on information provided by the defendant regarding the IOM services that he had provided.

The Scheme to Defraud

7. Beginning at an unknown time, but no later than January 2010, an employee of WINDSOR's company, R.G., a medical assistant, began providing IOM services in WINDSOR's place while impersonating WINDSOR. Specifically, R.G. used WINDSOR's log-in name and password on the IOM software in order to make it appear as if WINDSOR was monitoring the surgeries. In fact, R.G., who is not a doctor and was not permitted to perform IOM under the terms of the Contract, was monitoring the surgeries.

8. At the conclusion of the IOM procedure, a Final Monitoring Report is submitted. In the reports submitted by WINDSOR to ANA and IMI, WINDSOR, or someone signing the reports on his behalf and with his authorization, indicated that he had performed the monitoring, when in fact, as he knew, R.G. had in fact performed the monitoring.

9. Using the information contained in the Final Report, ANA and IMI submitted claims to health care benefit programs, seeking reimbursement for the services rendered by ANA/IMI and WINDSOR. In submitting their claims, ANA and IMI relied on the information in the Final Report which indicated that WINDSOR had performed the monitoring. If ANA/IMI had been made aware

that R.G. was actually performing the IOM, they would not have submitted the claims to the health insurance benefit programs.

10. As a result of his scheme, WINDSOR fraudulently obtained approximately at least \$1.1 million from ANA and IMI, which had been paid to ANA and IMI from the health insurance benefit programs, from January 2010 through July 2013 for IOM services that WINDSOR falsely represented had been performed by him, when, in fact, he had not performed the services and was not entitled to payment.

Execution of the Scheme

11. On or about March 9, 2011, in the Northern District of Georgia, the defendant, ROBERT E. WINDSOR, knowingly and willfully executed and attempted to execute his scheme to defraud health care benefit programs, including private companies providing health insurance, and to obtain money from health care benefit programs by means of materially false and fraudulent pretenses and representations, as described above, by submitting and causing to be submitted a Final Monitoring Report to ANA/IM, claiming to have provided IOM services for patient S.G. during a spinal surgery, when in fact he had not performed the monitoring. In turn, ANA/IMI submitted a claim for \$5,520.00 to United Healthcare to cover the cost of the IOM procedure for beneficiary O.M.

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

Forfeiture Provision

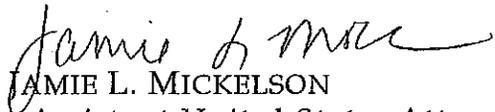
Upon conviction of the offense alleged in this Information, Defendant ROBERT E. WINDSOR shall forfeit to the United States all property, real and personal, which constitutes or is derived from proceeds traceable to such violations, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), including but not limited to a money judgment representing the amount of proceeds obtained as a result of said offense.

If, as a result of any act or omission of the defendant, any property subject to forfeiture:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be subdivided without difficulty;

the United States intends, pursuant to Title 21, United States Code, Section 853(p) as incorporated by Title 28, United States Code, Section 2461, to seek forfeiture of any other property of said defendant up to the value of the forfeitable property.

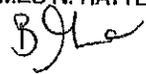
JOHN A. HORN
United States Attorney


JAMIE L. MICKELSON
Assistant United States Attorney
Georgia Bar No. 591094

600 U.S. Courthouse
75 Spring Street, S.W.
Atlanta, GA 30303
404-581-6000; Fax: 404-581-6181

FILED IN OPEN COURT
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FEB 16 2016

JAMES N. HATTEN, Clerk
By:  Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA

v.

ROBERT E. WINDSOR

WAIVER OF INDICTMENT

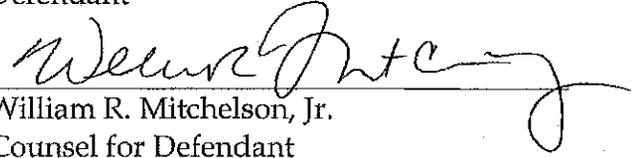
Criminal Action No.

1:16-CR-068

I, Robert E. Windsor, the above named defendant, who is charged with one count of health care fraud in violation of 18 U.S.C. § 1347, being advised of the nature of the charge(s), the proposed information, and of my rights, hereby waive in open court on February 16, 2016 prosecution by indictment and consent that the proceeding may be by information rather than by indictment.

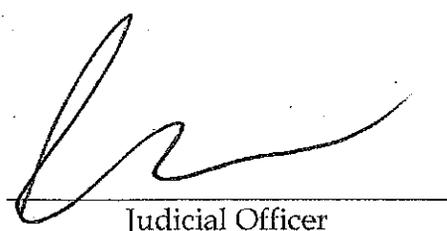


Robert E. Windsor
Defendant



William R. Mitchelson, Jr.
Counsel for Defendant

Before


Judicial Officer

ORIGINAL

GUILTY PLEA and PLEA AGREEMENT

United States Attorney
Northern District of Georgia

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION
CRIMINAL NOS. 1:16-CR-0068 and 1:16-CR-0082

The United States Attorney for the Northern District of Georgia ("the Government") and Defendant Robert E. Windsor enter into this plea agreement as set forth below in Part IV pursuant to Rule 11 (c)(1)(B) of the Federal Rules of Criminal Procedure. Robert E. Windsor, Defendant, having received a copy of the above-numbered Criminal Informations and having been arraigned, hereby pleads GUILTY to both Informations.

I. ADMISSION OF GUILT

1. The Defendant admits that he is pleading guilty because he is in fact guilty of the crimes charged in the Informations.

II. ACKNOWLEDGMENT & WAIVER OF RIGHTS

2. The Defendant understands that by pleading guilty, he is giving up the right to plead not guilty and the right to be tried by a jury. At a trial, the Defendant would have the right to an attorney, and if the Defendant could not afford an attorney, the Court would appoint one to represent the Defendant at trial and at every stage of the proceedings. During the trial, the Defendant would be presumed innocent and the Government would have the burden of proving him guilty beyond a reasonable doubt. The Defendant would have the

right to confront and cross-examine the witnesses against him. If the Defendant wished, he could testify on his own behalf and present evidence in his defense, and he could subpoena witnesses to testify on his behalf. If, however, the Defendant did not wish to testify, that fact could not be used against him, and the Government could not compel him to incriminate himself. If the Defendant were found guilty after a trial, he would have the right to appeal the conviction.

3. The Defendant understands that by pleading guilty, he is giving up all of these rights and there will not be a trial of any kind.

4. By pleading guilty, Defendant also gives up any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could have been filed.

5. The Defendant also understands that he ordinarily would have the right to appeal his sentence and, under some circumstances, to attack the conviction and sentence in post-conviction proceedings. By entering this Plea Agreement, the Defendant may be waiving some or all of those rights to appeal and to collaterally attack his conviction and sentence, as specified below.

6. Finally, the Defendant understands that, to plead guilty, he may have to answer, under oath, questions posed to him by the Court concerning the rights that he is giving up and the facts of this case, and the Defendant's answers, if untruthful, may later be used against him in a prosecution for perjury or false statements.

III. ACKNOWLEDGMENT OF PENALTIES

7. The Defendant understands that, based on his plea of guilty, he will be subject to the following maximum and mandatory minimum penalties:

As to the sole charge in the Information in case no. 1:16-CR-0068

- a. Maximum term of imprisonment: 10 years.
- b. Mandatory minimum term of imprisonment: None.
- c. Term of supervised release: 0 year(s) to 3 years.
- d. Maximum fine: \$250,000.00, due and payable immediately.
- e. Full restitution, due and payable immediately, to all victims of the offense(s) and relevant conduct.
- f. Mandatory special assessment: \$100.00, due and payable immediately.
- g. Forfeiture of any and all proceeds from the commission of the offense, any and all property used or intended to be used to facilitate the offense, and any property involved in the offense.

As to the sole charge in the Information in case no. 1:16-CR-0082

- a. Maximum term of imprisonment: 10 years.
- b. Mandatory minimum term of imprisonment: None.
- c. Term of supervised release: 0 year(s) to 3 years.
- d. Maximum fine: \$250,000.00, due and payable immediately.
- e. Full restitution, due and payable immediately, to all victims of the offense(s) and relevant conduct.

- f. Mandatory special assessment: \$100.00, due and payable immediately.
- g. Forfeiture of any and all proceeds from the commission of the offense, any and all property used or intended to be used to facilitate the offense, and any property involved in the offense.

8. The Defendant understands that, before imposing sentence in this case, the Court will be required to consider, among other factors, the provisions of the United States Sentencing Guidelines and that, under certain circumstances, the Court has the discretion to depart from those Guidelines. The Defendant further understands that the Court may impose a sentence up to and including the statutory maximum as set forth in this paragraph and that no one can predict his exact sentence at this time.

IV. PLEA AGREEMENT

9. The Defendant, his counsel, and the Government, subject to approval by the Court, have agreed upon a negotiated plea in this case, the terms of which are as follows:

No Additional Charges

10. The United States Attorney for the Northern District of Georgia and the United States Attorney for the Eastern District of Kentucky agree not to bring further criminal charges against the Defendant related to the charges to which he is pleading guilty. The United States Attorney for the Northern District of Georgia and the United States Attorney for the Eastern District of Kentucky

further agree not to bring criminal charges against the Defendant related to submitting or causing the submission of false claims to health care benefit programs for medically unnecessary balance tests (CPT Codes 92531-92548 and 95992), nerve conduction and electromyography procedures (CPT Codes 95860-95872, 95885-95913, and 95925-95939), qualitative drug screens (CPT Codes 80100-80102, 80104, G0430, G0431, and G0434), and the prescription of medically unnecessary pain medication in Georgia and Kentucky during the period from January 1, 2010 through June 30, 2014 and billed under the following provider numbers: Georgia Pain Physicians, P.C. (Provider Number 582318726), Kentucky Pain Physicians, PSC (Provider Number 203751184), Physician Services, PSC (Provider Number 61128273), Southeast Spine & Rehabilitation (Provider Number 203022714); and Kentucky Pain Care of Lexington (Provider Number 611282733). The Defendant understands that this provision does not bar prosecution by any other federal, state, or local jurisdiction.

Sentencing Guidelines Recommendations

11. Based upon the evidence currently known to the Government, the Government agrees to make the following recommendations and/or to enter into the following stipulations.

Base/Adjusted Offense Level

12. The Government agrees to recommend and the Defendant agrees that:
- a. The two offenses charged should be grouped for purposes of sentencing, pursuant to USSG § 3D1.2.

- b. The applicable offense guideline is Section 2B1.1.
- c. The amount of loss resulting from the offense of conviction and all relevant conduct is more than \$550,000 but less than \$1,500,000.

Role in the Offense Adjustments

13. The Government agrees to recommend and the Defendant agrees that:
- a. Defendant should receive the 2-level upward adjustment for abuse of position of trust pursuant to Section 3B1.3.

Acceptance of Responsibility

14. The Government will recommend that the Defendant receive the two-level adjustment for acceptance of responsibility pursuant to Section 3E1.1 of the Sentencing Guidelines, and the additional one-level adjustment if the offense level is 16 or higher. However, the Government will not be required to recommend acceptance of responsibility if, after entering this Plea Agreement, the Defendant engages in conduct inconsistent with accepting responsibility. Thus, by way of example only, should the Defendant falsely deny or falsely attempt to minimize Defendant's involvement in relevant offense conduct, give conflicting statements about Defendant's involvement, fail to pay the special assessment, fail to meet any of the obligations set forth in the Financial Cooperation Provisions set forth below, or participate in additional criminal conduct, including unlawful personal use of a controlled substance, the Government will not be required to recommend acceptance of responsibility.

**Right to Answer Questions, Correct Misstatements,
and Make Recommendations**

15. The parties reserve the right to inform the Court and the Probation Office of all facts and circumstances regarding the Defendant and this case, and to respond to any questions from the Court and the Probation Office and to any misstatements of fact or law. Except as expressly stated elsewhere in this Plea Agreement, the parties also reserve the right to make recommendations regarding application of the Sentencing Guidelines. The parties understand, acknowledge, and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed.

Right to Modify Recommendations

16. With regard to the Government's recommendation as to any specific application of the Sentencing Guidelines as set forth elsewhere in this Plea Agreement, the Defendant understands and agrees that, should the Government obtain or receive additional evidence concerning the facts underlying any such recommendation, the Government will bring that evidence to the attention of the Court and the Probation Office. In addition, if the additional evidence is sufficient to support a finding of a different application of the Guidelines, the Government will not be bound to make the recommendation set forth elsewhere in this Plea Agreement, and the failure to do so will not constitute a violation of this Plea Agreement.

Cooperation

Consent to Contact

17. The Defendant and Defendant's counsel agree that Government attorneys and law enforcement agents may contact the Defendant without notifying and outside the presence of Defendant's counsel for purposes relevant to the Defendant's cooperation.

Section 1B1.8 Protection

18. Pursuant to Section 1B1.8 of the Sentencing Guidelines, the Government agrees that any self-incriminating information that was previously unknown to the Government and is provided to the Government by the Defendant in connection with Defendant's cooperation and as a result of this Plea Agreement will not be used in determining the applicable sentencing guideline range, although such information may be disclosed to the Probation Office and the Court. The Government also agrees not to bring additional charges against the Defendant, with the exception of charges resulting from or related to violent criminal activity, based on any information provided by the Defendant in connection with cooperation that was not known to the Government prior to the cooperation. However, if the Government determines that the Defendant has not been completely truthful and candid in his cooperation with the Government, he may be subject to prosecution for perjury, false statements, obstruction of justice, and any other appropriate charge, and all information Defendant has provided may be used against Defendant in such a prosecution. Furthermore, should the

Defendant withdraw his guilty plea in this case and proceed to trial, the Government is free to use any statements and/or other information provided by the Defendant, pursuant to the Defendant's cooperation, as well as any information derived therefrom, during any trial or other proceeding related to the Government's prosecution of the Defendant for the offense(s) charged in the above-numbered Informations.

Conditional Section 5K/Rule 35 Motion

19. The Government agrees to make the extent of the Defendant's cooperation known to the sentencing court. In addition, if the cooperation is completed before sentencing and the Government determines that such cooperation qualifies as "substantial assistance" pursuant to Title 18, United States Code, Section 3553(e) and/or Section 5K1.1 of the Sentencing Guidelines, the Government will file a motion at sentencing recommending a downward departure from the applicable guideline range. If the cooperation is completed after sentencing and the Government determines that such cooperation qualifies as "substantial assistance" pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, the Government will file a motion for reduction of sentence. In either case, the Defendant understands that the determination as to whether Defendant has provided "substantial assistance" rests solely with the Government. Good faith efforts by the Defendant that do not substantially assist in the investigation or prosecution of another person who has committed a crime

will not result in either a motion for downward departure or a Rule 35 motion. The Defendant also understands that, should the Government decide to file a motion pursuant to this paragraph, the Government may recommend any specific sentence, and the final decision as to what credit, if any, the Defendant should receive for Defendant's cooperation will be determined by the Court. If the Defendant fails to cooperate truthfully and completely, or if the Defendant engages in additional criminal conduct or other conduct inconsistent with cooperation, Defendant will not be entitled to any consideration whatsoever pursuant to this paragraph.

Sentencing Recommendations

Specific Sentence Recommendation

20. The Government agrees to recommend that the Defendant be sentenced at the low end of the adjusted guideline range as calculated by the district court.

Fine--No Recommendation As To Amount

21. The Government agrees to make no specific recommendation as to the amount of the fine to be imposed on the Defendant within the applicable guideline range.

Restitution

22. The Defendant agrees to pay \$1,169,580.00 as restitution to the Clerk of Court for distribution to the victims of the offenses to which he is pleading guilty and all relevant conduct, including, but not limited to, any counts dismissed as a

result of this Plea Agreement. The victim information will be submitted to the Court and Probation Office prior to sentencing.

Forfeiture

23. The Defendant waives and abandons his interest in any property that may have been seized in connection with this case. The Defendant agrees to the administrative or judicial forfeiture or the abandonment of any seized property. The Defendant agrees to hold the United States and its agents and employees harmless from any claims made in connection with the seizure, forfeiture, or disposal of property connected to this case. The Defendant acknowledges that the United States will dispose of any seized property, and that such disposal may include, but is not limited to, the sale, release, or destruction of the seized property. The Defendant agrees to waive any and all constitutional, statutory, and equitable challenges in any manner (including direct appeal, habeas corpus, or any other means) to the seizure, forfeiture, and disposal of any property connected to this case on any grounds.

24. The Defendant acknowledges that he is not entitled to use forfeited assets to satisfy any fine, restitution, cost of imprisonment, tax obligations, or any other penalty the Court may impose upon the Defendant in addition to forfeiture.

Financial Cooperation Provisions

Special Assessment

25. The Defendant agrees that he will pay a special assessment in the amount of \$200 by money order or certified check made payable to the Clerk of Court,

U.S. District Court, 2211 U.S. Courthouse, 75 Spring Street, S.W., Atlanta, Georgia 30303, on the day of sentencing. The Defendant agrees to provide proof of such payment to the undersigned Assistant United States Attorney upon payment thereof.

Fine/Restitution - Terms of Payment

26. The Defendant agrees to pay any fine and/or restitution imposed by the Court to the Clerk of Court for eventual disbursement to the appropriate account and/or victim(s). The Defendant also agrees that the full fine and/or restitution amount shall be considered due and payable immediately. If the Defendant cannot pay the full amount immediately and is placed in custody or under the supervision of the Probation Office at any time, he agrees that the custodial agency and the Probation Office will have the authority to establish payment schedules to ensure payment of the fine and/or restitution. The Defendant understands that this payment schedule represents a minimum obligation and that, should Defendant's financial situation establish that he is able to pay more toward the fine and/or restitution, the Government is entitled to pursue other sources of recovery of the fine and/or restitution. The Defendant further agrees to cooperate fully in efforts to collect the fine and/or restitution obligation by any legal means the Government deems appropriate. Finally, the Defendant and his counsel agree that the Government may contact the Defendant regarding the

collection of any fine and/or restitution without notifying and outside the presence of his counsel.

Financial Disclosure

27. The Defendant agrees that Defendant will not sell, hide, waste, encumber, destroy, or otherwise devalue any such asset worth more than \$1,000 before sentencing, without the prior approval of the Government. The Defendant understands and agrees that Defendant's failure to comply with this provision of the Plea Agreement should result in Defendant receiving no credit for acceptance of responsibility.

28. The Defendant agrees to cooperate fully in the investigation of the amount of restitution and fine; the identification of funds and assets in which he has any legal or equitable interest to be applied toward restitution and/or fine; and the prompt payment of restitution or a fine.

29. The Defendant's cooperation obligations include: (A) fully and truthfully completing the Department of Justice's Financial Statement of Debtor form, and any addenda to said form deemed necessary by the Government, within ten days of the change of plea hearing; (B) submitting to a financial deposition or interview (should the Government deem it necessary) prior to sentencing regarding the subject matter of said form; (C) providing any documentation within his possession or control requested by the Government regarding his financial condition and that of his household; and (D) fully and truthfully

answering all questions regarding his past and present financial condition and that of his household in such interview(s); and (E) providing a waiver of his privacy protections to permit the Government to access his credit report and tax information held by the Internal Revenue Service.

30. So long as the Defendant is completely truthful, the Government agrees that anything related by the Defendant during his financial interview or deposition or in the financial forms described above cannot and will not be used against him in the Government's criminal prosecution. However, the Government may use the Defendant's statements to identify and to execute upon assets to be applied to the fine and/or restitution in this case. Further, the Government is completely free to pursue any and all investigative leads derived in any way from the interview(s)/deposition(s)/financial forms, which could result in the acquisition of evidence admissible against the Defendant in subsequent proceedings. If the Defendant subsequently takes a position in any legal proceeding that is inconsistent with the interview(s)/deposition(s)/financial forms—whether in pleadings, oral argument, witness testimony, documentary evidence, questioning of witnesses, or any other manner—the Government may use the Defendant's interview(s)/deposition(s)/financial forms, and all evidence obtained directly or indirectly therefrom, in any responsive pleading and argument and for cross-examination, impeachment, or rebuttal evidence. Further, the Government may

also use the Defendant's interview(s)/deposition(s)/financial forms to respond to arguments made or issues raised sua sponte by the Magistrate or District Court.

Recommendations/Stipulations Non-binding

31. The Defendant understands and agrees that the recommendations of the Government incorporated within this Plea Agreement, as well as any stipulations of fact or guideline computations incorporated within this Plea Agreement or otherwise discussed between the parties, are not binding on the Court and that the Court's failure to accept one or more of the recommendations, stipulations, and/or guideline computations will not constitute grounds to withdraw his guilty plea or to claim a breach of this Plea Agreement.

Limited Waiver of Appeal

32. LIMITED WAIVER OF APPEAL: To the maximum extent permitted by federal law, the Defendant voluntarily and expressly waives the right to appeal his conviction and sentence and the right to collaterally attack his conviction and sentence in any post-conviction proceeding (including, but not limited to, motions filed pursuant to 28 U.S.C. § 2255) on any ground, except that the Defendant may file a direct appeal of an upward departure or upward variance above the sentencing guideline range as calculated by the district court. Claims that Defendant's counsel rendered constitutionally ineffective assistance are excepted from this waiver. The Defendant understands that this Plea Agreement

does not limit the Government's right to appeal, but if the Government initiates a direct appeal of the sentence imposed, the Defendant may file a cross-appeal of that same sentence.

Miscellaneous Waivers

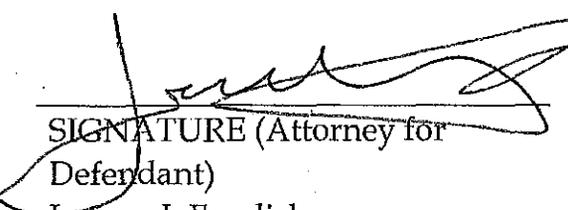
FOIA/Privacy Act Waiver

33. The Defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including, without limitation, any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act of 1974, Title 5, United States Code, Section 552a.

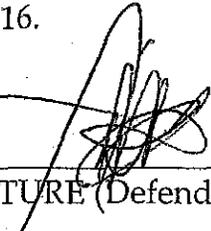
No Other Agreements

34. There are no other agreements, promises, representations, or understandings between the Defendant and the Government.

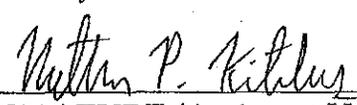
In Open Court this 25th day of March, 2016.


SIGNATURE (Attorney for
Defendant)

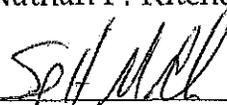
Jerome J. Froelich


SIGNATURE (Defendant)

Robert E. Windsor


SIGNATURE (Assistant U.S.
Attorney)

Nathan P. Kitchens


SIGNATURE (Approving
Official)

Stephen H. McClain

I have read the Criminal Informations against me and have discussed it with my attorney. I understand the charges and the elements of each charge that the Government would have to prove to convict me at a trial. I have read the foregoing Plea Agreement and have carefully reviewed every part of it with my attorney. I understand the terms and conditions contained in the Plea Agreement, and I voluntarily agree to them. I also have discussed with my attorney the rights I may have to appeal or challenge my conviction and sentence, and I understand that the appeal waiver contained in the Plea Agreement will prevent me, with the narrow exceptions stated, from appealing my conviction and sentence or challenging my conviction and sentence in any post-conviction proceeding. No one has threatened or forced me to plead guilty,

and no promises or inducements have been made to me other than those discussed in the Plea Agreement. The discussions between my attorney and the Government toward reaching a negotiated plea in this case took place with my permission. I am fully satisfied with the representation provided to me by my attorney in this case.

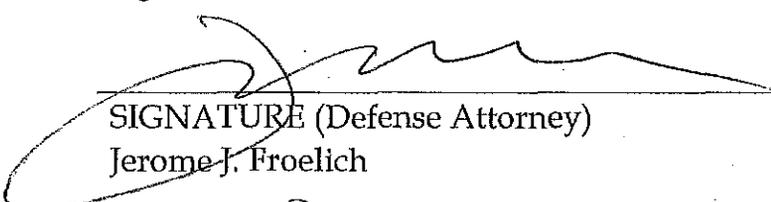


SIGNATURE (Defendant)
Robert E. Windsor

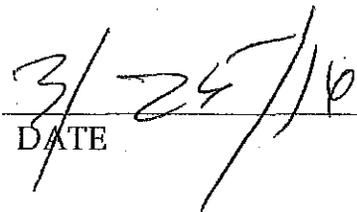


DATE

I am Robert E. Windsor's lawyer. I have carefully reviewed the charges and the Plea Agreement with my client. To my knowledge, my client is making an informed and voluntary decision to plead guilty and to enter into the Plea Agreement.



SIGNATURE (Defense Attorney)
Jerome J. Froelich
278150 State Bar of Georgia Number

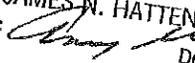


DATE

Filed in Open Court

This 25th day of March, 20 16

By 

FILED IN OPEN COURT
U.S.D.C. - Atlanta
MAR 25 2016
JAMES N. HATTEN, Clerk
By:  Deputy Clerk

U. S. DEPARTMENT OF JUSTICE
Statement of Special Assessment Account

This statement reflects your special assessment only. There may be other penalties imposed at sentencing.

ACCOUNT INFORMATION	
CRIMINAL ACTION NO.:	1:16-CR-0068 and 1:16-CR-0082
DEFENDANT'S NAME:	ROBERT E. WINDSOR
PAY THIS AMOUNT:	\$200

Instructions:

1. Payment must be made by **certified check** or **money order** payable to:
Clerk of court, U.S. District Court
personal checks will not be accepted
2. Payment must reach the clerk's office within 30 days of the entry of your guilty plea
3. Payment should be sent or hand delivered to:
Clerk, U.S. District Court
2211 U.S. Courthouse
75 Ted Turner Drive S.W.
Atlanta, Georgia 30303
(Do Not Send Cash)
4. Include defendant's name on **certified check** or **money order**.
5. Enclose this coupon to insure proper and prompt application of payment.
6. Provide proof of payment to the above-signed AUSA within 30 days of the guilty plea.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA

Case No. 1:16-cr-0068-AT &
1:16-cr-0082-AT

-vs-

Robert E. Windsor

Defendant's Attorney:
Jerome J. Froelich, Jr.

JUDGMENT IN A CRIMINAL CASE
(For Offenses Committed On or After November 1, 1987)

The defendant pleaded guilty to Count 1 of the Indictment in criminal action 1:16-cr-0068-AT and Count 1 of the Indictment in criminal action 1:16-cr-00082-AT.

Accordingly, the defendant is adjudged guilty of such count(s) which involves the following offense:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Count No.</u>	<u>Case No.</u>
18 USC § 1347	Health Care Fraud	1	1:16-cr-0068-AT
18 USC § 1347	Health Care Fraud	1	1:16-cr-0082-AT

The defendant is sentenced as provided in pages 2 through 7 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

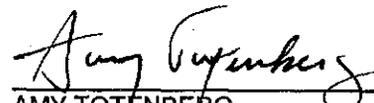
It is ordered that the defendant shall pay the special assessment of \$200 (\$100 on Case No. 1:16-cr-0068-AT and \$100 on case No. 1:16-cr-0082-AT) which shall be due immediately.

IT IS FURTHER ORDERED that the defendant shall notify the United States attorney for this district within thirty days of any change of name, residence, or mailing address until all fines, restitution, costs and special assessments imposed by this judgment are fully paid.

Defendant's Soc. Sec. No. XXX-XX-
Defendant's Date of Birth:
Defendant's Mailing Address: Casaroga Drive
Cumming, GA 30041

Date of Imposition of Sentence: October 24, 2016

Signed this the 25th day of October, 2016.


AMY TOTENBERG
UNITED STATES DISTRICT JUDGE

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of **38 MONTHS**. This term consists of **38 months in Case No. 1:16-cr-0068-AT and 38 months in Case No. 1:16-cr-0082-AT, to run concurrently to each other.**

The Defendant shall surrender to the United States Marshal for this district on **March 22, 2017**.

The Court recommends the defendant be incarcerated in a facility located as close to Atlanta, GA as possible that is consistent with his low criminal offense status.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____

at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By: _____
Deputy U. S. Marshal

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of **3 YEARS**. **This term consists of 3 years in Case No. 1:16-cr-0068-AT and 3 years in Case No. 1:16-cr-0082-AT, to run concurrently to each other.** The Probation Officer may recommend termination of the supervised release after 2 years if the defendant has fully complied with all of the conditions of supervised release over that time period and has made regular payments on his restitution obligation (the Court understands that the restitution balance may remain outstanding after the expiration of 2 years).

While on supervised release, the defendant shall not commit another federal, state or local crime and shall not illegally possess a controlled substance. The defendant shall comply with the standard and special conditions that have been adopted by this court (set forth below). If this judgment imposes a restitution obligation and such obligation remains unpaid at the commencement of the term of supervised release, it shall be a condition of supervised release that the defendant begin making restitution payments. The defendant shall comply with the following additional conditions:

The defendant shall not possess a firearm as defined in 18 USC § 921.

The defendant shall report in person to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

SPECIAL CONDITIONS

The Periodic Drug Testing mandated by the Violent Crime Control and Law Enforcement Act of 1994 is hereby suspended. The Court finds that this offense is not drug related, and this defendant has no current or past history of substance abuse.

The defendant shall pay any financial penalty that is imposed by this judgment, and that remains unpaid at the commencement of the term of supervised release, at \$200 per month, plus 25% of gross monthly income exceeding \$2,500.00. The Probation Officer may recommend that this monthly payment amount be increased or decreased based on the defendant's income and his assets.

The defendant shall make a full and complete disclosure of finances and submit to an audit of financial documents, at the request of the United States Probation Officer.

The defendant shall not incur new credit charges or open additional lines of credit without the approval of the probation officer and unless the defendant is in compliance with the installment payment schedule.

The defendant shall not own, possess or have under his control any firearm, dangerous weapon or other destructive device.

The defendant shall submit to a search of his person, property, real or personal, residence, place of business or employment, and/or vehicle(s) at the request of the United States Probation Officer. The defendant shall permit confiscation and/or disposal of any material considered contraband or any other item which may be deemed to have evidentiary value related to violations of supervision.

Pursuant to 42 U.S.C. § 14135a(d)(1) and 10 U.S.C. § 1565(d), which requires mandatory DNA testing for federal offenders convicted of felony offenses, the defendant shall cooperate in the collection of DNA as directed by the probation officer.

The defendant shall perform 200 hours of community service under the guidance and supervision of the U.S. Probation Officer. This community service shall be performed in the medical field and shall utilize the defendant's medical background as a doctor. If there is a bar to him performing such highly skilled medical service, then the Probation Officer may seek modification of this condition of supervised release.

STANDARD CONDITIONS OF SUPERVISION

While the defendant is on supervised release pursuant to this judgment, the defendant shall not commit another federal, state or local crime. In addition:

1. The defendant shall not leave the judicial district without the permission of the court or probation officer;
2. The defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;
3. The defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
4. The defendant shall support his or her dependents and meet other family responsibilities;
5. The defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
6. The defendant shall notify the probation officer within 72 hours of any change in residence or employment;
7. The defendant shall refrain from the excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician, and shall submit to periodic urinalysis tests as directed by the probation officer to determine the use of any controlled substance;
8. The defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
9. The defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
10. The defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
11. The defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
12. The defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
13. As directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

RESTITUTION

The defendant shall make restitution in the total amount of \$1,169,580.00 to the following victims in the following amounts:

Insurance Company	Amount Owed	Address
United Healthcare and UMR EDI #39026	\$353,891.43 and \$18,239.20	Marcia I. Garcia Senior Investigator Optum/Government & Case Affairs 11000 Optum Circle Eden Prairie, MN 55344 Phone: 952-687-3539 maria.i.garcia@optum.com
Cigna	\$201,949.17	Liz Ward Fraud Senior Specialist Manager Customer Response Group Cigna Special Investigations Unit 900 Cottage Grove Road, W3-SIU Hartford, CT 06152 Phone: 860-226-9672 Elizabeth.ward@Cigna.com
BC/BS Georgia Bluecard	\$180,018.01	John S. Houston Investigator Lead Anthem, Inc. Special Investigations Unit 3350 Peachtree Road NE MP: GAG002-0005 Atlanta, GA 30326 Phone: 404-467-2615 John.Houston@Anthem.com
Medicare Georgia	\$121,132.01	Centers for Medicare and Medicaid Services P.O. Box 7520 Division of Account Operations Baltimore, MD 21207-0520
Humana Claim Office	\$90,065.76	Darci Gerhard Humana Government Liaison/Special Investigations Unit 1100 Employers Blvd Green Bay, WI 54344 Phone : 502-301-2586 dgerhard@humana.com
Tricare South Region	\$18,233.62	Defense Health Agency ATTN: Ms. Aundrea Davis 16401 E Centretch Parkway Aurora, CO 80011
Aetna and Coventry Healthcare of Georgia and Aetna HMO	\$158,893.26 and \$15,051.00 and \$12,106.54	Phyllis Ortiz Senior Investigator Aetna - Special Investigations Unit F071 151 Farmington Avenue RWA4 Hartford, CT 06156 Phone: 732-752-2318 Fax: 860-975-9719 Email: ortizQa@aetna.com
	TOTAL: \$1,169,580.00	

1:16-cr-0068-AT and 1:16-cr-0082-AT: Robert E. Windsor

Page 7 of 7

The defendant shall make restitution payments from any wages he may earn in employment before beginning his period of incarceration and while he is on supervised release. No payments for the restitution shall be taken from any wages he may earn in prison. Any portion of the restitution that is not paid in full at the time of the defendant's release from imprisonment shall become a condition of supervision.

The defendant shall pay any financial penalty that is imposed by this judgment, and that remains unpaid at the commencement of the term of supervised release, at \$200 per month, plus 25% of gross monthly income exceeding \$2,500.00. The Probation Officer may recommend that this monthly payment amount be increased or decreased based on the defendant's income and his assets.

The defendant shall notify the United States Attorney for this district within 30 days of any change of mailing or residence address that occurs while any portion of the restitution remains unpaid.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA

Case No. 1:16-cr-0068-AT &
1:16-cr-0082-AT

-vs-

Robert E. Windsor

Defendant's Attorney:
Jerome J. Froelich, Jr.

JUDGMENT IN A CRIMINAL CASE
(For Offenses Committed On or After November 1, 1987)

The defendant pleaded guilty to Count 1 of the Indictment in criminal action 1:16-cr-0068-AT and Count 1 of the Indictment in criminal action 1:16-cr-00082-AT.

Accordingly, the defendant is adjudged guilty of such count(s) which involves the following offense:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Count No.</u>	<u>Case No.</u>
18 USC § 1347	Health Care Fraud	1	1:16-cr-0068-AT
18 USC § 1347	Health Care Fraud	1	1:16-cr-0082-AT

The defendant is sentenced as provided in pages 2 through 7 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

It is ordered that the defendant shall pay the special assessment of \$200 (\$100 on Case No. 1:16-cr-0068-AT and \$100 on case No. 1:16-cr-0082-AT) which shall be due immediately.

IT IS FURTHER ORDERED that the defendant shall notify the United States attorney for this district within thirty days of any change of name, residence, or mailing address until all fines, restitution, costs and special assessments imposed by this judgment are fully paid.

Defendant's Soc. Sec. No. XXX-XX-
Defendant's Date of Birth:
Defendant's Mailing Address: 3780 Casaroga Drive
Cumming, GA 30041

Date of Imposition of Sentence: October 24, 2016

Signed this the 25th day of October, 2016.


AMY TOTENBERG
UNITED STATES DISTRICT JUDGE

1:16-cr-0068-AT and 1:16-cr-0082-AT: Robert E. Windsor

Page 2 of 7

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The Defendant shall surrender to the United States Marshal for this district on **March 22, 2017**.

The Court recommends the defendant be incarcerated in a facility located as close to Atlanta, GA as possible that is consistent with his low criminal offense status.

RETURN

I have executed this judgment as follows:

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By: _____
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4. The defendant shall support his or her dependents and meet other family responsibilities;
5. The defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
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12. The defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
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1:16-cr-0068-AT and 1:16-cr-0082-AT: Robert E. Windsor

Page 5 of 7

FINE

The Court finds that the defendant does not have the ability to pay a fine and cost of incarceration. The Court will waive the fine and cost of incarceration in this case.

RESTITUTION

The defendant shall make restitution in the total amount of \$1,169,580.00 to the following victims in the following amounts:

Insurance Company	Amount Owed	Address
United Healthcare and UMR EDI #39026	\$353,891.43 and \$18,239.20	Marcia I. Garcia Senior Investigator Optum/Government & Case Affairs 11000 Optum Circle Eden Prairie, MN 55344 Phone: 952-687-3539 maria.i.garcia@optum.com
Cigna	\$201,949.17	Liz Ward Fraud Senior Specialist Manager Customer Response Group Cigna Special Investigations Unit 900 Cottage Grove Road, W3-SIU Hartford, CT 06152 Phone: 860-226-9672 Elizabeth.ward@Cigna.com
BC/BS Georgia Bluecard	\$180,018.01	John S. Houston Investigator Lead Anthem, Inc. Special Investigations Unit 3350 Peachtree Road NE MP: GAG002-0005 Atlanta, GA 30326 Phone: 404-467-2615 John.Houston@Anthem.com
Medicare Georgia	\$121,132.01	Centers for Medicare and Medicaid Services P.O. Box 7520 Division of Account Operations Baltimore, MD 21207-0520
Humana Claim Office	\$90,065.76	Darci Gerhard Humana Government Liaison/Special Investigations Unit 1100 Employers Blvd Green Bay, WI 54344 Phone : 502-301-2586 dgerhard@humana.com
Tricare South Region	\$18,233.62	Defense Health Agency ATTN: Ms. Aundrea Davis 16401 E Centretch Parkway Aurora, CO 80011
Aetna and Coventry Healthcare of Georgia and Aetna HMO	\$158,893.26 and \$15,051.00 and \$12,106.54	Phyllis Ortiz Senior Investigator Aetna - Special Investigations Unit F071 151 Farmington Avenue RWA4 Hartford, CT 06156 Phone: 732-752-2318 Fax: 860-975-9719 Email: ortizQa@aetna.com
	TOTAL: \$1,169,580.00	

1:16-cr-0068-AT and 1:16-cr-0082-AT: Robert E. Windsor

Page 7 of 7

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The defendant shall pay any financial penalty that is imposed by this judgment, and that remains unpaid at the commencement of the term of supervised release, at \$200 per month, plus 25% of gross monthly income exceeding \$2,500.00. The Probation Officer may recommend that this monthly payment amount be increased or decreased based on the defendant's income and his assets.

The defendant shall notify the United States Attorney for this district within 30 days of any change of mailing or residence address that occurs while any portion of the restitution remains unpaid.

**BEFORE THE
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation)
Against:)
)
)
ROBERT EARL WINDSOR, M.D.)
)
Physician's and Surgeon's)
Certificate No. C55007)
)
Respondent)
_____)

Case No. 8002016024528

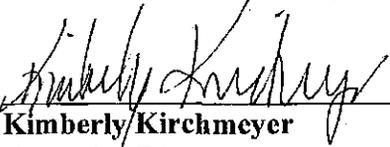
DECISION

The attached Stipulated Surrender of License and Order is hereby adopted as the Decision and Order of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on March 22, 2017.

IT IS SO ORDERED March 15, 2017.

MEDICAL BOARD OF CALIFORNIA

By:  _____
Kimberly Kirchmeyer
Executive Director

1 XAVIER BECERRA
Attorney General of California
2 JANE ZACK SIMON
Supervising Deputy Attorney General
3 EMILY L. BRINKMAN
Deputy Attorney General
4 State Bar No. 219400
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 703-5742
6 Facsimile: (415) 703-5843
E-mail: Emily.Brinkman@doj.ca.gov
7 *Attorneys for Complainant*

8 **BEFORE THE**
MEDICAL BOARD OF CALIFORNIA
9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 800-2016-024528

12 **ROBERT EARL WINDSOR, M.D.**
2550 Windy Hill Road, Suite 215
13 Marietta, GA 30067

**STIPULATED SURRENDER OF
LICENSE AND ORDER**

14 **Physician's and Surgeon's Certificate No.**
C55007

15 Respondent.
16

17 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
18 entitled proceedings that the following matters are true:

19 PARTIES

20 1. Kimberly Kirchmeyer (Complainant) is the Executive Director of the Medical Board
21 of California (Board). She brought this action solely in her official capacity and is represented in
22 this matter by Xavier Becerra, Attorney General of the State of California, by Emily L. Brinkman,
23 Deputy Attorney General.

24 2. Robert Earl Windsor, M.D. (Respondent) enters into this Stipulated Surrender of
25 License in consultation with his Georgia legal counsel, Jerome J. Froelich, whose address is
26 McKenney & Froelich, 1360 Peachtree Street, One Midtown Plaza, Suite 010, Atlanta, GA
27 30309.

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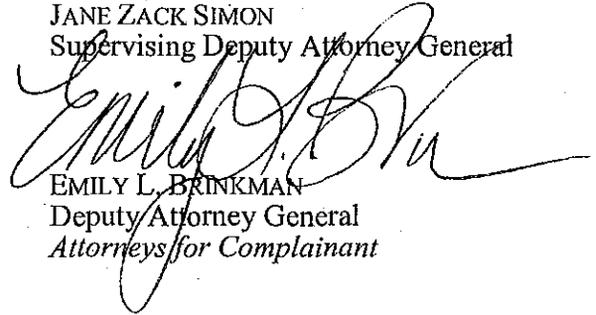
ENDORSEMENT

The foregoing Stipulated Surrender of License and Order is hereby respectfully submitted for consideration by the Medical Board of California of the Department of Consumer Affairs.

Dated: 2/27/2017

Respectfully submitted,

XAVIER BECERRA
Attorney General of California
JANE ZACK SIMON
Supervising Deputy Attorney General



EMILY L. BRINKMAN
Deputy Attorney General
Attorneys for Complainant

SF2016201563
41703712.docx

Exhibit A

Accusation No. 800-2016-024528

1 KAMALA D. HARRIS
Attorney General of California
2 JANE ZACK SIMON
Supervising Deputy Attorney General
3 EMILY L. BRINKMAN
Deputy Attorney General
4 State Bar No. 219400
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 703-5742
6 Facsimile: (415) 703-5843
E-mail: Emily.Brinkman@doj.ca.gov
7 *Attorneys for Complainant*

FILED
STATE OF CALIFORNIA
MEDICAL BOARD OF CALIFORNIA
SACRAMENTO *Dec 28 20 16*
BY *[Signature]* ANALYST

8 **BEFORE THE**
9 **MEDICAL BOARD OF CALIFORNIA**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:
12 **Robert Earl Windsor, M.D.**
2550 Windy Hill Road, Suite 215
13 Marietta, GA 30067
14 **Physician's and Surgeon's Certificate**
15 **No. C55007,**
16 Respondent.

Case No. 800-2016-024528
ACCUSATION

17
18 Complainant alleges:

19 **PARTIES**

- 20 1. Kimberly Kirchmeyer (Complainant) brings this Accusation solely in her official
21 capacity as the Executive Director of the Medical Board of California, Department of Consumer
22 Affairs (Board).
- 23 2. On or about December 7, 2011, the Medical Board issued Physician's and Surgeon's
24 Certificate Number C55007 to Robert Earl Windsor, M.D. (Respondent). The Physician's and
25 Surgeon's Certificate expired on August 31, 2015, and has not been renewed and is in Delinquent
26 Status.

27 **¶**
28 **¶**

1 government, or another country."

2 8. Section 490 of the Code provides, in pertinent part, that a board may suspend or
3 revoke a license on the ground that the licensee has been convicted of a crime substantially related
4 to the qualifications, functions, or duties of the business or profession for which the license was
5 issued.

6 9. Section 2234 of the Code, states in relevant part:

7 "The board shall take action against any licensee who is charged with unprofessional
8 conduct. In addition to other provisions of this article, unprofessional conduct includes, but is not
9 limited to, the following:

10 "(a) Violating or attempting to violate, directly or indirectly, assisting in or abetting the
11 violation of, or conspiring to violate any provision of this chapter.

12 "(e) The commission of any act involving dishonesty or corruption which is substantially
13 related to the qualifications, functions, or duties of a physician and surgeon.

14 "(f) Any action or conduct which would have warranted the denial of a certificate."

15 8. Section 2236 of the Code states, in relevant part:

16 "(a) The conviction of any offense substantially related to the qualifications, functions, or
17 duties of a physician and surgeon constitutes unprofessional conduct within the meaning of this
18 chapter [Chapter 5, the Medical Practice Act]. The record of conviction shall be conclusive
19 evidence only of the fact that the conviction occurred.

20 "(d) A plea or verdict of guilty or a conviction after a plea of nolo contendere is deemed to
21 be a conviction within the meaning of this section and Section 2236.1. The record of conviction
22 shall be conclusive evidence of the fact that the conviction occurred."

23 **FIRST CAUSE FOR DISCIPLINE**

24 **(Discipline, Restriction, or Limitation Imposed by Another State)**

25 10. On June 9, 2016, the Georgia Composite Medical Board (Georgia Board) issued an
26 Interim Public Consent Order (Interim Order) suspending Respondent's ability to practice
27 medicine in Georgia. The Interim Order followed Respondent's guilty plea to criminal charges in
28

1 the United States District Court for false billing charges for surgical monitoring performed by a
2 medical assistant. Copies of the Georgia Board's Interim Order are attached as Exhibit A.

3 11. Respondent's conduct and the action of the Georgia Board as set forth in paragraph
4 10, above, and within the actual Georgia Board documents attached as Exhibit A, constituted
5 unprofessional conduct within the meaning and section 2305 and conduct subject to discipline
6 within the meaning of section 141(a).

7 **SECOND CAUSE FOR DISCIPLINE**

8 **(Criminal Conviction/Unprofessional Conduct)**

9 12. Respondent Robert Earl Windsor, M.D. is subject to disciplinary action under
10 sections 490, and/or 2234, and/or 2234(e), and/or 2236(a) in that Respondent has engaged in
11 unprofessional conduct and was convicted of a crime. The circumstances are as follows:

12 13. On or about February 16, 2016, the United States Attorney General's Office filed a
13 Criminal Information against Respondent in the United States District Court for the Northern
14 District of Georgia, Atlanta Division, *United States of America v. Robert E. Windsor*, Case No.
15 1:16-CR-068. Respondent was charged with one felony count of health care fraud under 18
16 U.S.C. § 1347 for "knowingly devised and intended to devise a scheme and artifice to defraud and
17 to obtain money and property by means of materially false and fraudulent pretense,
18 representations, and promises, and by the omission of material facts, that is by claiming to have
19 performed health care services, well knowing and having reason to know that said materially false
20 pretenses, representations, and promises were and would be false and fraudulent when made and
21 that said omissions were and would be material."

22 14. According to the Criminal Information, Respondent owned a surgical monitoring
23 company that entered into a contract with a Maryland Corporation to provide surgical monitoring
24 services. Respondent was required to provide real-time, on-line communication and patient
25 monitoring services including preparing a Final Monitoring Report detailing the monitoring he
26 performed during the surgery.

27 15. Beginning in January 2010, Respondent employed a medical assistant who began
28 providing the surgical monitoring services using Respondent's log-in name and password to make

1 it appear that Respondent was personally monitoring the surgeries. The medical assistant was not
2 qualified to provide surgical monitoring services. As a result, Respondent "fraudulently obtained
3 at least \$1.1 million" from January 2010 through July 2013 for the false representations that he
4 performed surgical monitoring services that he did not perform.

5 16. On or about March 25, 2016, Respondent pled guilty to the felony charge of health
6 care fraud in the Criminal Indictment. As part of the plea agreement, the United States Attorney's
7 Office agreed not to bring additional criminal charges against the defendant in Kentucky, as well
8 as additional criminal charges for submitting false claims for health benefits for unnecessary
9 medical tests and procedures, drug screens, and in prescribing "medically unnecessary pain
10 medication."

11 17. Sentencing is scheduled for October 24, 2016.

12 **PRAYER**

13 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
14 and that following the hearing, the Medical Board of California issue a decision:

15 1. Revoking or suspending Physician's and Surgeon's Certificate Number C55007,
16 issued to Robert Earl Windsor, M.D.;

17 2. Revoking, suspending or denying approval of Robert Earl Windsor, M.D.'s authority
18 to supervise physician assistants, pursuant to section 3527 of the Code;

19 3. Ordering Robert Earl Windsor, M.D., if placed on probation, to pay the Board the
20 costs of probation monitoring; and

21 4. Taking such other and further action as deemed necessary and proper.

22
23 DATED: October 28, 2016


KIMBERLY KIRCHMEYER
Executive Director
Medical Board of California
Department of Consumer Affairs
State of California
Complainant

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EXHIBIT A

BEFORE THE GEORGIA COMPOSITE MEDICAL BOARD

	STATE OF GEORGIA	GEORGIA COMPOSITE MEDICAL BOARD
IN THE MATTER OF:	*	JUN 09 2018
	*	
ROBERT E. WINDSOR, M.D.,	*	DOCKET NUMBER:
License No. 31857,	*	<u>2018 0051</u>
	*	
Respondent.	*	

INTERIM PUBLIC CONSENT ORDER

By agreement of the Georgia Composite Medical Board ("Board") and Robert E. Windsor, M.D. ("Respondent"), the following interim disposition of this matter is entered pursuant to the provisions of O.C.G.A. § 50-13-13(a)(4), as amended.

FINDINGS OF FACT

1.

Respondent is licensed to practice medicine in the State of Georgia and was so licensed at all times relevant to the matters stated herein.

2.

The Board has received information that on or about March 25, 2016, in the United States District Court for the Northern District of Georgia, Respondent plead guilty to false billing charges for surgical monitoring performed by a medical assistant.

3.

For purposes of entering into this Interim Consent Order, Respondent does not contest the findings of fact above. Respondent admits to pleading guilty to felony criminal charges and has waived his right to contest such charges. Respondent agrees the Board

may enter an interim order based on the findings without the necessity of receiving evidence in support thereof or holding a hearing.

CONCLUSIONS OF LAW

In order to resolve the issues identified herein, Respondent herein waives formal conclusions of law with respect to the above-styled matter and does not contest the Board's authority to enter the following order.

ORDER

The Board, having considered all the facts and circumstances of this case, hereby orders, and Respondent hereby agrees, as follows:

1.

Respondent agrees that Respondent's license to practice medicine in the State of Georgia shall be suspended until resolution of the criminal charges pending against Respondent. During the period of suspension, Respondent shall not practice medicine in the State of Georgia. If Respondent practices medicine in the State of Georgia during the suspension then Respondent's license shall be subject to revocation, upon substantiation thereof. The Respondent acknowledges and agrees that the Board may show that Respondent's license is suspended on its data bank and may respond to public inquires that Respondent's license is suspended.

2.

During the period of suspension, Respondent shall continue to obtain continuing education as required by law and the Rules and Regulations of the Board and shall continue

to pay the license renewal fee by and before each expiration date as established by the Board. Failure to obtain the continuing education and pay the license renewal fee shall be grounds for the administrative revocation of Respondent's license without a hearing as provided by O.C.G.A. §43-1-19(1), with reinstatement within the discretion of the Board.

Respondent acknowledges that when considering the reinstatement of an administratively revoked license, the Board has the authority to review and investigative file relating to the Respondent.

3.

Respondent shall notify the Board of the resolution of the criminal charges against Respondent within twenty (20) of such resolution. Upon notification there has been a resolution to the criminal charges, the Board is authorized to initiate disciplinary proceedings or otherwise resolve this matter. The Board reserves the right to add additional charges if and when disciplinary proceedings are initiated.

4.

This Interim Consent Order shall be considered a public record of the Board and shall be disseminated as such.

5.

Nothing in this Interim Consent Order precludes the Respondent from entering into a final settlement of the above-referenced matter by the surrender of his license or a final consent order between the parties.

6.

Approval of this Interim Consent Order by the Board shall in no way be construed as condoning Respondent's alleged conduct and shall not be construed as a waiver of any

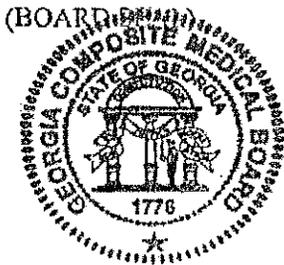
of the lawful rights possessed by the Board or Respondent to finally adjudicate in this matter.

7.

Respondent acknowledges that he has read this Interim Consent Order and understands its contents. Respondent understands that he has the right to a hearing in his matter and freely, knowingly, and voluntarily waives that right at this time by entering into this Interim Consent Order. Respondent understands and agrees that the Board shall have the authority to review the investigative file and all relevant evidence in considering this Interim Consent Order. Respondent further understands that this Interim Consent Order will not become effective until approved and docketed by the Board. Respondent understands that this Interim Consent Order, once approved and docketed, shall constitute a public record, evidencing interim action by the Board that may be disseminated as such. However, if this Interim Consent Order is not approved, it shall not constitute an admission against interest in this proceeding, or prejudice the right of the Board to finally adjudicate this matter. Respondent hereby consents to the terms and sanctions contained herein.

Approved this 9TH day of JUNE, 2016.

GEORGIA COMPOSITE MEDICAL BOARD



BY: Alice House
ALICE HOUSE, M.D.
Chairperson

ATTEST: Robert Jeffrey
ROBERT JEFFREY
Executive Director