

JHT:sk

AO 106 (Rev. 04/10) Application for a Search Warrant

2023R00072

UNITED STATES DISTRICT COURT

for the District of Minnesota

IN THE MATTER OF THE SEARCH OF THE BUSINESS DESCRIBED IN ATTACHMENT A

SEALED BY ORDER OF THE COURT

Case No. 24-mj-830 (DJF)

APPLICATION FOR A SEARCH WARRANT

I, Kurt Beulke, a federal law enforcement officer or an attorney for the government, request a search warrant and state under penalty of perjury that I have reason to believe that on the following person or property:

See Attachment A-2, incorporated here

located in the State and District of Minnesota, there is now concealed:

See Attachment B-2, incorporated here

The basis for the search under Fed. R. Crim. P. 41(c) is (check one or more):

- x evidence of a crime;
x contraband, fruits of crime, or other items illegally possessed;
x property designed for use, intended for use, or used in committing a crime;
a person to be arrested or a person who is unlawfully restrained.

The search is related to a violation of:

Table with 2 columns: Code Section, Offense Description. Rows include Title 18, United States Code, Section 1343, 1347, 1349 and Wire Fraud, Healthcare Fraud, Conspiracy to commit wire and healthcare fraud.

The application is based on these facts:

See Affidavit, incorporated here

X Continued on the attached sheet.

SUBSCRIBED and SWORN before me by reliable electronic means (FaceTime and/or email) pursuant to Fed. R. Crim. P. 41(d)(3)

Date: December 11, 2024

City and State: Minneapolis MN

Handwritten signature of Kurt Beulke over a line labeled Applicant's Signature

Kurt Beulke, Special Agent Federal Bureau of Investigations (FBI) Printed Name and Title

Handwritten signature of Dulce J. Foster over a line labeled Judge's Signature

The Honorable Dulce J. Foster United States Magistrate Judge Printed Name and Title

STATE OF MINNESOTA        )  
                                  )        ss. AFFIDAVIT OF KURT BEULKE  
COUNTY OF HENNEPIN        )

Your affiant, Kurt Beulke, being duly sworn, does state the following is true and correct to the best of his knowledge and belief:

1. I am employed as a Special Agent with the Federal Bureau of Investigation (FBI) for more than 12 years. I am currently assigned to the Minneapolis Division of the FBI. As part of my investigative duties, I investigate violations of federal criminal law, including but not limited to violations of Title 18, United States Code, Sections 1341 (mail fraud), 1343 (wire fraud), and 1347 (healthcare fraud). My training and experience include gathering and analyzing large quantities of evidence in physical and electronic formats.

2. This affidavit is submitted in support of an application for warrants to search:

a. The business office located at 1817 Nicollet Avenue, Suite 203, Minneapolis, Minnesota 55403, as further described in Attachment A-1 (“**Subject Premises 1**”); and

b. The business office located at 3400 1st Street N, Suite 402A, St. Cloud, Minnesota 56303, as further described in Attachment A-2 (“**Subject Premises 2**”) (together, “the Subject Premises”);

for evidence, fruits, and instrumentalities of violations of Title 18, United States Code, Section 1343 (wire fraud), Title 18, United States Code, Section 1347

(healthcare fraud), and Title 18, United States Code, Section 1349 (conspiracy to commit wire fraud and healthcare fraud).

3. This affidavit is based on my personal knowledge, interviews of witnesses, physical surveillance, information received from other law enforcement agents, my experience and training, and the experience of other agents. Because this affidavit is being submitted for the limited purpose of establishing probable cause in support of a search warrant for the Subject Premises, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts that I believe are necessary to establish probable cause to believe that evidence, instrumentalities, and fruits of violations of Title 18, United States Code, Section 1343 (wire fraud), Title 18, United States Code, Section 1347 (healthcare fraud), and Title 18, United States Code, Section 1349 (conspiracy to commit wire fraud and healthcare fraud) are located at the Subject Premises.

**I. OVERVIEW**

4. The requested search warrants relate to an investigation into fraud related to the Early Intensive Developmental and Behavioral Intervention ("EIDBI") health care program, which is a publicly funded Minnesota Health Care Program that offers medically necessary services to people under the age of 21 with autism spectrum disorder. In 2017, Minnesota became one of the first states to offer Medicaid coverage for EIDBI services. Since that time, dozens and dozens of autism clinics and other companies purporting to offer EIDBI treatment have been created in Minnesota, including several by individuals involved in the "Feeding Our Future" fraud scheme to obtain federal child nutrition program funds. Since its inception,

the Minnesota EIDBI program has seen an exponential growth in the amount of Medicaid billing submitted for the provision of EIDBI services. In both 2023 and 2024, Minnesota companies billed the state for approximately \$400 million in EIDBI services as part of the Minnesota Medical Assistant and related public health plans. As explained below, the investigation has found substantial evidence that many of these companies have been submitting fraudulent claims for EIDBI services that were not actually provided or that were not covered by the EIDBI program.

## II. LOCATIONS TO BE SEARCHED

### A. Subject Premises 1

5. **Subject Premises 1** is the business office located at 1817 Nicollet Avenue South, Suite 203, Minneapolis, Minnesota 55403. **Subject Premises 1** is the business office of Smart Therapy Center LLC.

6. According to Minnesota Secretary of State records, **Subject Premises 1** is the registered office address and principal executive office for Smart Therapy Center LLC.

7. According to records obtained from the Minnesota Department of Human Services, Smart Therapy Center LLC is currently located at **Subject Premises 1** and has been located there since approximately October 2022. According to DHS, **Subject Premises 1** is the licensed location for Smart Therapy Center LLC.

8. According to U.S. Postal Service records, Smart Therapy Center LLC is currently located and receives mail at **Subject Premises 1**. The mailbox associated for Suite 203 lists Smart Therapy Center LLC.

9. The Minnesota Department of Human Services (DHS) lists **Subject Premises 1** as the licensed location for Smart Therapy Center LLC.

10. Several times in recent weeks, including as recently as December 9, 2024, federal agents have conducted surveillance at **Subject Premises 1** and confirmed that it is the office of Smart Therapy Center LLC.

11. There is a sign posted on the main door to the office building in which **Subject Premises 1** (a/k/a Suite 203) is located, indicating that the office for Smart Therapy Center LLC is inside and showing the company's business hours.



**B. Subject Premises 2**

12. **Subject Premises 2** is the business office located at 3400 1st Street North, Suite 402A, St. Cloud, Minnesota 56303. **Subject Premises 2** is the business office of Star Autism Center LLC.

13. According to Minnesota Secretary of State records, **Subject Premises 2** is the principal executive office for Star Autism Center LLC.

14. According to records obtained from the Minnesota Department of Human Services, Star Autism Center LLC is located at **Subject Premises 2**.

According to DHS, **Subject Premises 2** is the licensed location for Star Autism Center LLC.

15. Several times in the past month, federal agents have conducted surveillance at **Subject Premises 2** and confirmed that it is the office of Star Autism Center LLC.

16. The building in which **Subject Premises 2** is located has a directory in the lobby. The directory identifies Star Autism Center LLC as being located in Suite 402A, a/k/a **Subject Premises 2**. The door to Suite 402A has a sign for Star Autism Center LLC and listing the company's hours.



### III. BACKGROUND

#### A. Autism Spectrum Disorder

17. Autism spectrum disorder (“ASD” or “autism”) is a neurological and developmental disorder that affects how people interact with others, communicate, learn, and behave. According to the Diagnostic and Statistical Manual of Mental Disorders (DSM-5), people with ASD often have difficulty with communication and interaction with other people, restricted interests and repetitive behaviors, and

symptoms that affect their ability to function in school, work, and other areas of life. Autism is known as a “spectrum” disorder because there is wide variation in the type and severity of symptoms people experience.

18. Autism is considered a “developmental disorder” because symptoms generally appear in the first two years of life. Although ASD can be a lifelong disorder, treatments and services can improve a person’s symptoms and daily functioning. Common treatments include speech therapy, occupational therapy, and physical therapy.

19. Applied Behavior Analysis, sometimes called “ABA therapy,” is a type of one-on-one behavioral therapy designed to help children on the autism spectrum develop social and emotional skills. ABA therapy seeks to improve social skills by rewarding and reinforcing positive behavior while discouraging negative behavior.

20. ABA Therapy became accepted as an evidence-based treatment in the 1990s. For years, it was not covered by Medicare or Medicaid. In July 2014, however, the Center for Medicare & Medicaid Services (“CMS”) announced that comprehensive autism services must be covered for children under all state Medicaid and children’s health insurance program plans. While CMS did not explicitly require states to cover the costs of ABA therapy, over the next several years, many state Medicaid programs began expanding coverage to include ABA therapy for qualifying children who had been diagnosed with ADS.

**B. The Minnesota Early Intensive Development and Behavior Intervention (“EIDBI”) Benefit**

21. The Early Intensive Developmental and Behavioral Intervention (“EIDBI”) benefit is a publicly funded Minnesota Health Care Program that offers medically necessary services to people under the age of 21 with autism spectrum disorder. The EIDBI benefit is available to Minnesota residents under the age of 21 who are on Medical Assistance, MinnesotaCare, or other qualifying health care programs and who have been diagnosed with ASD. According to the Minnesota Department of Human Services (“DHS”) website, the purpose of the EIDBI program is “to provide medically necessary, early and intensive intervention for people with ASD and related conditions.”

22. According to DHS, the EIDBI benefit covers “a range of treatment options for the diverse population of people diagnosed with ASD and related conditions,” including ABA therapy. According to an April 1, 2015, Star Tribune article, Minnesota was just the third state to cover applied behavioral analysis in its public insurance program. See Chris Serres, *Mom’s push to help poor kids with autism brings new federal benefits*, STAR TRIBUNE (April 1, 2015), available at <https://www.startribune.com/mom-s-push-to-help-poor-kids-with-autism-brings-new-federal-benefits/298349191/> (last accessed March 30, 2023).

23. In order to qualify for the EIDBI benefit, a person must:

- a. Be diagnosed with autism spectrum disorder (ASD) or a related condition;



b. Have had a comprehensive multi-disciplinary evaluation (CMDE) that establishes their medical need for EIDBI services;

c. Be enrolled in Medical Assistance, MinnesotaCare, Minnesota Tax Equity and Fiscal Responsibility Act, or other qualifying health care programs; and

d. Be under 21 years old.

24. Minnesota DHS sets out a multi-step process of initiating and providing EIDBI services. First, a comprehensive multi-disciplinary evaluation (CMDE) must be completed to initiate EIDBI services. The information gathered in the CMDE assessment is used to determine the person's eligibility and medical need for EIDBI services. Medical providers must also submit a CMDE Medical Necessity Summary Information, Form DHS-7108 to the state medical review agent or applicable health care plan for medical necessity approval before the person can receive EIDBI services. The CMDE must be updated at least once every three years.

25. The CMDE is used to develop the person's individual treatment plan (ITP). An ITP is a personalized, written plan of care designed for individuals with autism spectrum disorder or related conditions who qualify for EIDBI services. An ITP outlines the goals for the person and sets forth the specific interventions the person will receive based on their individual needs as assessed in the CMDE, including treatment type and intensity.

26. The EIDBI benefit covers Intervention services (also known as adaptive behavior treatment), which is an EIDBI service that covers the medically necessary,

intensive and individually designed direct treatment. The treatment specifically addresses the person's core developmental skill needs identified in their comprehensive multi-disciplinary evaluation (CMDE) and goals/objectives specified in their individual treatment plan (ITP). Intervention sessions can be both individual, in which a qualified EIDBI provider delivers intervention to one person, or group sessions, during which a qualified EIDBI provider delivers intervention to at least two, but no more than eight, people who receive EIDBI services. The EIDBI benefit can also cover higher intensity intervention sessions, which DHS defines as "a defined time period when two or more qualified EIDBI providers deliver intervention to one person under the direction of an on-site (e.g., in person or via telehealth) and available qualified supervising professional (QSP) or level I provider."

27. According to DHS regulations, several different types of medical professionals can deliver EIDBI treatment services.

28. EIDBI treatment services must be delivered under the supervision of a Qualified Supervising Professional (or "QSP") that is employed by the EIDBI provider. The QSPs responsibilities include supervising and managing all aspects of EIDBI services, treatment and documentation. QSPs must supervise and oversee all aspects of EIDBI services provided by level I, II and III providers, who are the medical providers who provide the actual EIDBI services. The QSP assumes full professional responsibility for the services provided by each supervisee, including the supervisee's actions and decisions.

29. Level I and Level II providers oversee the implementation of individualized treatment plans and work with EIDBI client-patients. Providers participate in monitoring progress, goals, objectives, and treatment outcomes. All providers are responsible for documenting all services provided in case notes.

**C. The Medicaid Program**

30. The federal Medicaid program provides medical care and services to low-income individuals who meet certain income and other eligibility criteria. In the State of Minnesota, the Medicaid program is administered by the Minnesota Department of Human Services (DHS), which contracts with health care providers to provide health care goods and services to Medicaid recipients. Health care providers submit to DHS reimbursement claims seeking Medicaid funds for the services provided to Medicaid recipients.

31. Medicaid providers must meet certain requirements in order to participate in the Medicaid program, including billing and recordkeeping requirements. In Minnesota, these requirements are set forth in the Minnesota Health Care Programs ("MHCP") Provider Manual. The MHCP Provider Manual is available online and is updated electronically on a continual basis. DHS also issues periodic bulletins containing information for providers enrolled in the Medicaid program.

32. The MHCP Provider Manual provides information specific to each category of enrolled provider, including EIDBI providers who bill codes related to Applied Behavior Analysis services for autism spectrum disorder.

33. EIDBI Professionals who provide services to Medicaid recipients are required to observe rules designed to ensure quality of care, medical necessity, and the appropriate and accurate billing of services provided. Those requirements include the following:

a. Health Service Records. As a condition for payment, the provider of service must document each occurrence of a health service provided to a recipient. The health service must be documented in the recipient's health service record, and must include the following: the recipient's personal information and legal representative; the date on which the entry is made; the date or dates on which the health service is provided; contact information for the qualified supervising professional (QSP); information about other services the person or legal representative receives; the start and stop times and/or length of time spent with the recipient if the amount paid for the service depends on time spent; the signature and title of the person from whom the recipient received the service; completed and current Comprehensive Multi-Disciplinary Evaluation (CMDE); the completed and current Individual Treatment Plan (ITP); a plan for providing clinical supervision and observation and direction to individual providers; and preferences of the parent(s) and/or caregivers for EIDBI services, including their level of involvement. The record must state: recipient's name; type of service provided; name and signature of the provider delivering the service; date services were provided; session start and stop times; and summary of the person's progress or response to treatment and any changes in the treatment or diagnosis.

b. Retention of Claims Records and Other Documentation. In accordance with Minnesota State 9505.2190, DHS requires providers to retain records, including all health service and financial records related to a health service for which payment under a program was received or billed for at least five years after the initial date of billing. The retention requirement applies to a provider after withdrawal or termination from the program, and after a change of ownership.

34. Billing Procedures. EIDBI Professionals are required to follow DHS billing rules designed to ensure the submission of accurate and honest reimbursement of claims for services actually provided. The requirements regarding claims submission to DHS are set forth in the MHCP Provider Manual and include the following:

a. Billing for Services Actually Provided. Providers who contract with DHS agree to bill for services actually provided. Providers submit claims to DHS electronically and under a recipient's individual identifying number. The claims provide a procedure code, indicating the service, along with the provider's number for direct payment to the provider. The claims also identify the medical professional who prescribed or ordered the service, as entered by the provider.

b. Billing Only After Services Have Been Provided. Providers submit claims to DHS after covered services have been rendered. Providers are not allowed to submit reimbursement claims for services purportedly to be provided at a future time.

35. Prepaid Medical Assistance Program (“PMAP”). The PMAP is a health care program that pays for medical services for low-income families, children, pregnant women, and people with disabilities in Minnesota. Health care organizations, also referred to as Managed Care Organizations (MCOs), such as HealthPartners, Medica Health Plans (“Medica”), UCare Minnesota (“UCare”), and Blue Cross and Blue Shield of Minnesota (BCBSM) contract with DHS to provide health care services to Medicaid recipients on a managed care basis. The MCOs, in turn, contract with health care providers to provide medical care to Medicaid managed care recipients. Under this managed care arrangement, DHS pays the MCOs a fixed recurring amount for the various beneficiaries enrolled on the MCO’s plan. The health care providers submit claims to the MCO directly, rather than DHS, for the services purportedly provided to Medicaid recipients, and the MCOs reimburse the health care providers out of the fixed recurring amounts they received from DHS.

#### **IV. THE SCHEME TO DEFRAUD THE EIDBI BENEFIT PROGRAM**

##### **A. Origins of the Investigation**

36. Over the past several years, the U.S. Attorney’s Office and federal law enforcement agents have been investigating and prosecuting a massive scheme to defraud the federal child nutrition program, a program designed to provide free meals to children in need. The conspirators in that case carried out the scheme by falsely claiming to be serving meals to thousands of children a day and submitting fraudulent claims for federal child nutrition program funds for doing so. Collectively, the defendants obtained, misappropriated, and laundered hundreds of millions of

dollars in program funds that were intended as reimbursements for the cost of serving meals to children over an 18-month period in 2020 and 2021.

37. The individuals involved in the scheme participated in the federal child nutrition program under the sponsorship of Feeding Our Future and another entity, Partners in Nutrition. During the Feeding Our Future investigation, the government noticed that the amount of federal child nutrition program funds received by entities sponsored by Feeding Our Future and Partners and Nutrition increased dramatically during the time of the fraud scheme. Minnesota Department of Education records of federal child nutrition program payments showed that Feeding Our Future went from receiving \$3.4 million in 2019 to more than \$197 million in 2021.

Year	Approximate amount of Federal Child Nutrition Program funds to Feeding Our Future
2018	\$307,253
2019	\$3,487,168
2020	\$42,681,790
2021	\$197,932,695
<b>Total</b>	<b>\$244,408,906</b>

38. Partners in Nutrition, the other sponsor involved in the scheme, showed similarly explosive growth during this period, going from receiving approximately \$5.6 million in federal child nutrition program funds in 2019 to receiving more than \$175 million in 2021.

<b>Year</b>	<b>Approximate amount of Federal Child Nutrition Program funds to Partners in Nutrition</b>
2018	\$5,232,714
2019	\$5,654,029
2020	\$20,891,318
2021	\$179,896,117
<b>Total</b>	<b>\$211,674,117</b>

39. As explained below, Medicaid claims data shows that EIDBI payments in Minnesota have shown a similarly dramatic increase in recent years.

40. During the Feeding Our Future investigation, the government noticed that many individuals and entities who received federal child nutrition program under the sponsorship of Feeding Our Future or Partners in Nutrition also owned or received money from autism clinics and other health care companies that provided EIDBI services. At least a dozen of the defendants charged for their role in the Feeding Our Future scheme owned, received money from, or were associated with autism clinics and other health care companies that received state funds for providing EIDBI services.

41. Based on these reports, the U.S. Attorney's Office asked FBI and HHS agents to obtain and review claims data for Medicaid claims submitted in Minnesota for services provided as part of the EIDBI program. This data showed that the amount of Medicaid money paid out for EIDBI claims in Minnesota has increased dramatically since the EIDBI program began in 2017—and in a manner similar to which the federal child nutrition program funds paid out by the Minnesota Department of Education skyrocketed during the COVID-19 pandemic.



42. In 2017, Minnesota received approximately \$1.7 million in Medicaid reimbursement claims for EIDBI-related services. That grew to approximately \$3.1 million in 2018. Beginning in 2019, the amount of Medicaid billings submitted for EIDBI-related services in Minnesota has skyrocketed, growing from \$54 million in 2019 and \$77 million in 2020 up to approximately \$400 million in 2023 and 2024. Minnesota is on pace to pay out nearly \$250 million in Medicaid payments for EIDBI services in 2024.

Year	Number of EIDBI-related claims	Total amount of Medicaid reimbursements claimed for EIDBI-related services	Total Medicaid funds paid out based on EIDBI-related claims
2017	15,720	\$1,746,025	\$1,285,293
2018	22,292	\$3,185,432	\$2,194,929
2019	75,212	\$54,519,675	\$19,772,935
2020	125,062	\$77,942,912	\$32,373,624
2021	320,934	\$183,787,354	\$81,552,816
2022	606,573	\$279,170,163	\$133,068,628
2023	1,075,075	\$399,624,597	\$201,331,086
2024 (as of November 27, 2024)	1,032,320	\$391,252,131	\$228,092,998
<b>Total</b>	<b>3,273,188</b>	<b>\$1,391,228,289</b>	<b>\$699,672,309</b>

43. Starting in approximately 2019, dozens and dozens of autism clinics and other companies purportedly providing EIDBI services were opened in Minnesota. Many of these companies immediately enrolled in the EIDBI program and began submitting claims for millions of dollars in Medicaid reimbursements for EIDBI services. The investigation has shown that many of these entities appear to be

submitting fraudulent Medicaid claims for EIDBI services that were not actually rendered or services that are not covered by the EIDBI program.

**V. PROBABLE CAUSE TO SEARCH THE SUBJECT PREMISES**

**A. Smart Therapy Center LLC**

44. The investigation has shown that Smart Therapy and its owners were involved in both the Feeding Our Future scheme to obtain federal child nutrition program funds as well as a scheme to fraudulently obtain Medicaid payments based on fraudulent EIDBI claims for EIDBI services that were not actually provided.

45. Individual A.H. registered Smart Therapy LLC with the Minnesota Secretary of State on or about November 21, 2019.

46. Shortly after forming the company, Individual A.H. enrolled Smart Therapy as a provider agency in the EDIBI program.

47. On or about January 24, 2020, Individual A.H. signed and submitted a provider agreement to Minnesota DHS. In signing and submitting the form, Individual A.H. agreed to abide by various terms and conditions in participating in the EIDBI program. Among other things, Individual A.H. agreed to “[a]ssume full responsibility for the accuracy of claims submitted to the Department of Human Services in accordance with the certification requirements of 42 C.F.R. § 455.18 and Minnesota Statutes § 256B.27, subd.2.” Individual A.H. also agreed to “[m]aintain records that fully disclose the extent of services provided to MHCP recipients for a period of 5 years after the initial date of billing DHS, in accordance with Minnesota Rules 9505.2160 – 9505.2245, or for the duration of contested proceedings, whichever is longer.”

48. On or about January 24, 2020, Individual A.H. submitted a provider enrollment application for Smart Therapy's participation in the EIDBI. Individual A.H. identified herself as the owner/manager of Smart Therapy as well as the authorized provider representative.

49. On or about January 24, 2020, a DHS MHCP form titled "Organization – Provider Enrollment Application" was signed by Individual A.H. The form identified Individual A.H. as the authorized provider representative. That same day, Individual A.H. submitted a "disclosure of ownership and control interest of an entity" form in which she identified herself as the 100 percent owner of Smart Therapy.

1. **Smart Therapy participated in the fraudulent scheme to obtain federal child nutrition program funds under the sponsorship of Feeding Our Future.**

50. On July 29, 2020, Smart Therapy applied to participate in the federal child nutrition program under the sponsorship of Feeding Our Future. Individual A.H. signed the application on behalf of Smart Therapy. Aimee Bock, the Executive Director of Feeding Our Future, signed on behalf of her company.

51. After submitting the application, Bock exchanged emails with the Minnesota Department of Education (MDE) about whether Smart Therapy and other autism clinics were eligible to participate in the federal child nutrition program. In an email with MDE on or about September 14, 2020, Bock said that Smart Therapy and other autism clinics "operate like child care programs in that the parent drops the child off and leaves them there for several hours – like a daycare

center does.” Based on this description, MDE approved Smart Therapy’s participation in the federal child nutrition program.

52. Beginning in at least December 2020, Individual A.H. began submitting meal counts claiming that Smart Therapy was serving breakfast and lunch to exactly 300 kids a day, 7 days a week.

53. On or about January 26, 2021, for example, Individual A.H. sent an email with the subject line “After School Program” to a Feeding Our Future employee.

From: [REDACTED] <smarththerapycenterllc@gmail.com>  
Date: Tue, Jan 26, 2021 at 3:41 PM  
Subject: After School Program  
To: <[REDACTED]@feedingourfuture.org>

Hi [REDACTED]

Attached is the after school program papers.

Please let me know if you have any questions

Thank you,  
A [REDACTED] H [REDACTED]  
President/CEO  
Smart Therapy Center LLC

54. Attached to the email were meal count forms claiming that Smart Therapy served breakfast and lunch to exactly 300 children a day, 7 days a week, in December 2020.

**FEEDING OUR FUTURE**  
**SUMMER MEAL COUNTS - CLICKER**

Sponsor: FEEDING OUR FUTURE Email: [aford@feedingourfuture.org](mailto:aford@feedingourfuture.org) Phone: 612.345.4922  
Site: SMART THERAPY Supervisor: \_\_\_\_\_ Week of: 01-24-21

Meal Type: Breakfast  Lunch

Available Meats									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of meals received/prepared	300	300	300	300	300	300	300	300	300
Number of meals from yesterday	0	0	0	0	0	0	0	0	0
Meal Counts									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of firsts served to children	300	300	300	300	300	300	300	300	300
Number of second meals served to children not returned	0	0	0	0	0	0	0	0	0
Number of meals served to program adults not returned	0	0	0	0	0	0	0	0	0
Number of meals served to non-program adults not returned	0	0	0	0	0	0	0	0	0
Number of children requesting meals of food is gone	0	0	0	0	0	0	0	0	0
FOOD TEMPERATURE									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of non-reimbursable, incomplete or damaged meals	0	0	0	0	0	0	0	0	0
Number of leftover meals	0	0	0	0	0	0	0	0	0
Meals of person taking daily meal count certifying that the information is true and accurate	0	0	0	0	0	0	0	0	0

SITE SUPERVISOR: By signing, I certify that the above information is true and accurate.  
Signature: \_\_\_\_\_ Date: 01-24-21

**FEEDING OUR FUTURE**  
**SUMMER MEAL COUNTS - CLICKER**

Sponsor: FEEDING OUR FUTURE Email: [aford@feedingourfuture.org](mailto:aford@feedingourfuture.org) Phone: 612.345.4922  
Site: SMART THERAPY Supervisor: \_\_\_\_\_ Week of: 01-24-21

Meal Type: Breakfast  Lunch

Available Meats									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of meals received/prepared	300	300	300	300	300	300	300	300	300
Number of meals from yesterday	0	0	0	0	0	0	0	0	0
Meal Counts									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of firsts served to children	300	300	300	300	300	300	300	300	300
Number of second meals served to children not returned	0	0	0	0	0	0	0	0	0
Number of meals served to program adults not returned	0	0	0	0	0	0	0	0	0
Number of meals served to non-program adults not returned	0	0	0	0	0	0	0	0	0
Number of children requesting meals of food is gone	0	0	0	0	0	0	0	0	0
FOOD TEMPERATURE									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of non-reimbursable, incomplete or damaged meals	0	0	0	0	0	0	0	0	0
Number of leftover meals	0	0	0	0	0	0	0	0	0
Meals of person taking daily meal count certifying that the information is true and accurate	0	0	0	0	0	0	0	0	0

SITE SUPERVISOR: By signing, I certify that the above information is true and accurate.  
Signature: \_\_\_\_\_ Date: 01-24-21

55. On or about February 2, 2021, Individual A.H. sent an email with the subject line "January After School Program Forms" to a Feeding Our Future employee. Attached to the email were meal count forms claiming that Smart Therapy had served both breakfast and lunch to exactly 300 children a day, 7 days a week, in January 2021.

**FEEDING OUR FUTURE**  
**SUMMER MEAL COUNTS - CLICKER**

Sponsor: FEEDING OUR FUTURE Email: [aford@feedingourfuture.org](mailto:aford@feedingourfuture.org) Phone: 612.345.4922  
Site: SMART THERAPY Supervisor: \_\_\_\_\_ Week of: 01-24-21

Meal Type: Breakfast  Lunch

Available Meats									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of meals received/prepared	300	300	300	300	300	300	300	300	300
Number of meals from yesterday	0	0	0	0	0	0	0	0	0
Meal Counts									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of firsts served to children	300	300	300	300	300	300	300	300	300
Number of second meals served to children not returned	0	0	0	0	0	0	0	0	0
Number of meals served to program adults not returned	0	0	0	0	0	0	0	0	0
Number of meals served to non-program adults not returned	0	0	0	0	0	0	0	0	0
Number of children requesting meals of food is gone	0	0	0	0	0	0	0	0	0
FOOD TEMPERATURE									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of non-reimbursable, incomplete or damaged meals	0	0	0	0	0	0	0	0	0
Number of leftover meals	0	0	0	0	0	0	0	0	0
Meals of person taking daily meal count certifying that the information is true and accurate	0	0	0	0	0	0	0	0	0

SITE SUPERVISOR: By signing, I certify that the above information is true and accurate.  
Signature: \_\_\_\_\_ Date: 01-24-21

**FEEDING OUR FUTURE**  
**SUMMER MEAL COUNTS - CLICKER**

Sponsor: FEEDING OUR FUTURE Email: [aford@feedingourfuture.org](mailto:aford@feedingourfuture.org) Phone: 612.345.4922  
Site: SMART THERAPY Supervisor: \_\_\_\_\_ Week of: 01-24-21

Meal Type: Breakfast  Lunch

Available Meats									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of meals received/prepared	300	300	300	300	300	300	300	300	300
Number of meals from yesterday	0	0	0	0	0	0	0	0	0
Meal Counts									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of firsts served to children	300	300	300	300	300	300	300	300	300
Number of second meals served to children not returned	0	0	0	0	0	0	0	0	0
Number of meals served to program adults not returned	0	0	0	0	0	0	0	0	0
Number of meals served to non-program adults not returned	0	0	0	0	0	0	0	0	0
Number of children requesting meals of food is gone	0	0	0	0	0	0	0	0	0
FOOD TEMPERATURE									
	Turkey	Ham	Beef	Chicken	Pork	Meat	Salmon	Other	Other
Number of non-reimbursable, incomplete or damaged meals	0	0	0	0	0	0	0	0	0
Number of leftover meals	0	0	0	0	0	0	0	0	0
Meals of person taking daily meal count certifying that the information is true and accurate	0	0	0	0	0	0	0	0	0

SITE SUPERVISOR: By signing, I certify that the above information is true and accurate.  
Signature: \_\_\_\_\_ Date: 01-24-21

56. On or about February 28, 2021, Individual A.H. sent an email with the subject line "Smart therapy feb claims" to Feeding Our Future. Attached to the email were meal count forms claiming that Smart Therapy served breakfast and lunch to exactly 500 children a day, 7 days a week, in February 2021.

**FEEDING OUR FUTURE**  
**SUMMER MEAL COUNTS - CLICKER**

Sponsor: FEEDING OUR FUTURE  
Site: SMART THERAPY  
Meal Type: Supper  
Date: 2-11-21

Available Meals	SUPPER							Total	Notes
	Salads	Meats	Vegetables	Grains	Proteins	Fruits	Desserts		
Number of meals prepared	500	500	500	500	500	500	500	500	500
Number of meals from inventory	0	0	0	0	0	0	0	0	0
Number of meals served to children	600	600	600	600	600	600	600	600	600
Number of second meals served to children	0	0	0	0	0	0	0	0	0
Number of meals served to program adults	0	0	0	0	0	0	0	0	0
Number of meals served to non-program adults	0	0	0	0	0	0	0	0	0
Number of children requesting meals of food is gone	0	0	0	0	0	0	0	0	0
FOOD TEMPERATURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Number of non-reimbursable, incomplete or damaged meals	0	0	0	0	0	0	0	0	0
Number of leftover meals	0	0	0	0	0	0	0	0	0
Number of persons taking daily meal count certifying that the information is true and accurate	AH	AH	AH	AH	AH	AH	AH	AH	AH

Signature: \_\_\_\_\_ Date: 2-20-21

**FEEDING OUR FUTURE**  
**SUMMER MEAL COUNTS - CLICKER**

Sponsor: FEEDING OUR FUTURE  
Site: SMART THERAPY  
Meal Type: Lunch  
Date: 2-11-21

Available Meals	SUPPER							Total	Notes
	Salads	Meats	Vegetables	Grains	Proteins	Fruits	Desserts		
Number of meals prepared	600	600	600	600	600	600	600	600	600
Number of meals from inventory	0	0	0	0	0	0	0	0	0
Number of meals served to children	600	600	600	600	600	600	600	600	600
Number of second meals served to children	0	0	0	0	0	0	0	0	0
Number of meals served to program adults	0	0	0	0	0	0	0	0	0
Number of meals served to non-program adults	0	0	0	0	0	0	0	0	0
Number of children requesting meals of food is gone	0	0	0	0	0	0	0	0	0
FOOD TEMPERATURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Number of non-reimbursable, incomplete or damaged meals	145	152	157	152	152	152	152	152	152
Number of leftover meals	0	0	0	0	0	0	0	0	0
Number of persons taking daily meal count certifying that the information is true and accurate	AH	AH	AH	AH	AH	AH	AH	AH	AH

Signature: \_\_\_\_\_ Date: 2-20-21

57. Individual A.H. also submitted meal count forms claiming that Smart Therapy served supper and a snack to exactly 600 children a day, 7 days a week in March 2021.

**FEEDING OUR FUTURE**  
**AFTER-SCHOOL MEAL COUNTS - CLICKER**

Sponsor: FEEDING OUR FUTURE  
Site: Smart Therapy Center  
Meal Type: Supper  
Date: 5-7-21

Available Meals	SUPPER							Total	Notes
	Salads	Meats	Vegetables	Grains	Proteins	Fruits	Desserts		
Number of meals prepared	600	600	600	600	600	600	600	600	600
Number of meals from inventory	0	0	0	0	0	0	0	0	0
Number of meals served to children	600	600	600	600	600	600	600	600	600
Number of second meals served to children	0	0	0	0	0	0	0	0	0
Number of meals served to program adults	0	0	0	0	0	0	0	0	0
Number of meals served to non-program adults	0	0	0	0	0	0	0	0	0
Number of children requesting meals of food is gone	0	0	0	0	0	0	0	0	0
FOOD TEMPERATURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Number of non-reimbursable, incomplete or damaged meals	0	0	0	0	0	0	0	0	0
Number of leftover meals	0	0	0	0	0	0	0	0	0
Number of persons taking daily meal count certifying that the information is true and accurate	AH	AH	AH	AH	AH	AH	AH	AH	AH

Signature: \_\_\_\_\_ Date: 5-7-21

**FEEDING OUR FUTURE**  
**AFTER-SCHOOL MEAL COUNTS - CLICKER**

Sponsor: FEEDING OUR FUTURE  
Site: Smart Therapy Center  
Meal Type: Supper  
Date: 5-7-21

Available Meals	SUPPER							Total	Notes
	Salads	Meats	Vegetables	Grains	Proteins	Fruits	Desserts		
Number of meals prepared	600	600	600	600	600	600	600	600	600
Number of meals from inventory	0	0	0	0	0	0	0	0	0
Number of meals served to children	600	600	600	600	600	600	600	600	600
Number of second meals served to children	0	0	0	0	0	0	0	0	0
Number of meals served to program adults	0	0	0	0	0	0	0	0	0
Number of meals served to non-program adults	0	0	0	0	0	0	0	0	0
Number of children requesting meals of food is gone	0	0	0	0	0	0	0	0	0
FOOD TEMPERATURE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Number of non-reimbursable, incomplete or damaged meals	0	0	0	0	0	0	0	0	0
Number of leftover meals	0	0	0	0	0	0	0	0	0
Number of persons taking daily meal count certifying that the information is true and accurate	AH	AH	AH	AH	AH	AH	AH	AH	AH

Signature: \_\_\_\_\_ Date: 5-7-21

58. Individual A.H. submitted meal count sheets to Feeding Our Future claiming that Smart Therapy served supper and a snack to exactly 616 children a day, 7 days a week, in May 2021.



S&S Catering Inc				
387 E Lake St Minneapolis, MN 55408		Phone(612) 807-8877		
Bill To:	Smart Therapy Center LLC	Phone(612) 354-9395	Invoice R:0804	
Address:	2614 Nicollet Ave Minneapolis, MN 55408		Invoice Date:1/31/21	
Invoice For: 1/1/2021 - 1/31/2021				
Date	Description	Qty	Unit Price	Price
1/1/2021	Breakfast	300	\$ 2.40	\$ 720.00
1/1/2021	Lunch	300	\$ 4.15	\$ 1,245.00
1/2/2021	Breakfast	300	\$ 2.40	\$ 720.00
1/2/2021	Lunch	300	\$ 4.15	\$ 1,245.00
1/3/2021	Breakfast	300	\$ 2.40	\$ 720.00
1/3/2021	Lunch	300	\$ 4.15	\$ 1,245.00
1/4/2021	Breakfast	300	\$ 2.40	\$ 720.00
1/4/2021	Lunch	300	\$ 4.15	\$ 1,245.00
1/5/2021	Breakfast	300	\$ 2.40	\$ 720.00
1/5/2021	Lunch	300	\$ 4.15	\$ 1,245.00

60. According to records obtained from MDE, based on these fraudulent claims, Smart Therapy received approximately \$465,000 in federal child nutrition program funds in 2020 and 2021.

**2. Smart Therapy also submitted fraudulent claims for EIDBI services not actually rendered.**

61. Between 2020 and November 2024, Smart Therapy received approximately \$13.8 million in reimbursement from Medicaid for EIDBI-related services. As discussed below, many of these claims appear to be fraudulent.

62. During the investigation, federal agents spoke with a former employee of Smart Therapy (“Individual A”). Individual A worked at Smart Therapy from 2021 through 2023. Individual A identified Individual A.H. and Individual S.Q. as the owners of Smart Therapy. Individual A believed that Individual S.Q. may be related to Qamar Hassan, the owner of S & S Catering who was charged and pled guilty for



her role in the Feeding Our Future fraud case and as described above, purported to be the vendor for the federal child nutrition program site “run” by Smart Therapy.

63. Individual A worked as a behavioral technician at Smart Therapy. Individual A received no training after starting at Smart Therapy. According to Individual A, s/he was just told to go with one of the clients and do “goals.” Individual A later worked as a supervisor who billed for observing the work of other business technicians at Smart Therapy.

64. According to Individual A, most of the employees at Smart Therapy were 18- or 19-year-old relatives of the owners who had no formal education beyond high school and no training or certification related to the treatment of autism. Individual A explained that the owners hired relatives because they could pay them less than qualified medical professionals. Individual A said that the owners also preferred to hire relatives because they would not question what was going on at the company.

65. Individual A described a typical day at Smart Therapy’s autism clinic. According to Individual A, clients were dropped off at around 9:00 a.m. Most clients were dropped off by hired drivers who billed the state of Minnesota for the transportation services they provided.<sup>1</sup> Each client was assigned to a behavioral

---

<sup>1</sup> Minnesota Medical Assistance also provides reimbursement for non-emergency medical transportation for enrolled Medicaid recipients who require transportation to receive a covered medical service. In Minnesota, the program reimburses the cost of transportation for up to 30 miles of travel to primary care providers and up to 60 miles of travel to specialty care providers. This program has been vulnerable to fraud. The Minnesota Attorney General’s Office’s Medicaid Fraud Unit recently charged more than a dozen people for carrying out a scheme to fraudulently bill Medicaid for transportation to and from medical appointments. See Deena Winter, *How fraudsters have gamed Minnesota’s Medicaid program for*

technician for the whole day. According to Individual A, some of the behavioral technicians tried to work on "goals" with their clients, but the younger behavioral technicians (who were related to the owners) were usually just on their phones all day. Individual A explained that the clients' Individual Treatment Plans (ITPs) were not completed on schedule because the behavioral technicians were not qualified and did not provide the necessary treatment. Individual A said the behavioral technicians at Smart Therapy were not qualified to provide the services for which Smart Therapy was billing.

66. According to Individual A, the clients generally stayed at the clinic until 5:00 p.m., when they were picked up by the hired drivers.

67. Individual A said that behavioral technicians regularly arrived late to work, often at 11:00 a.m. or later. When this happened, supervisors would cover for the behavioral technician and the clinic would bill Medicaid for the entire eight hours of behavioral technician treatment and the entire eight hours of supervisory observation, even when the behavioral technician was not present for a significant portion of the day. Individual A estimated that this happened regularly and more than half of the days Individual A worked at Smart Therapy.

68. Individual A said that many of the kids receiving EIDBI services at Smart Therapy did not appear to be autistic. According to Individual A, many of the

---

*Millions: Interpreters and drivers recruited hundreds of Faribault residents to go to Twin Cities clinics instead of staying close to home, MINNESOTA REFORMER (Sept. 20, 2024), available at <https://minnesotareformer.com/2024/09/20/how-fraudsters-have-gamed-minnesotas-medicaid-program-for-millions/> (last accessed Dec. 10, 2024).*

children appeared to have other developmental delays such as speech delays, but not autism. Individual A said that some of the children s/he treated should have been in a normal school rather than an autism clinic.

69. According to Individual A, Smart Therapy's owner actively recruited new clients. They recruited clients by talking to parents they knew and even knocking on doors in the community and trying to talk parents into getting their children into autism treatment. Individual A believes Smart Therapy's owners paid parents of clients to bring their children to Smart Therapy. Individual A did not pay any patients directly or know the amount of the payments but observed parents picking up white envelopes from Smart Therapy's autism center.

**3. Smart Therapy billed Medicaid for EIDBI services purportedly provided by medical providers who did not work for Smart Therapy.**

70. Smart Therapy billed Medicaid for EIDBI services purportedly rendered by medical providers who did not work at Smart Therapy and were not on the Smart Therapy payroll and for EIDBI services purportedly provided by medical providers who received little or no wages from Smart Therapy.

71. For example, Medicaid claims data shows that Smart Therapy submitted approximately 362 claims for EIDBI services purportedly rendered by medical provider S.A.O. from approximately November 23, 2020, through March 2, 2022. In all, Smart Therapy billed Medicaid approximately \$193,000 for EIDBI services purportedly provided by S.A.O., for which it ultimately received approximately \$89,000. However, according to records obtained from the Minnesota Department of Employment and Economic Development ("DEED") and other

financial institutions, medical provider S.A.O. did not work at Smart Therapy for most of this period. Smart Therapy did not report paying wages to S.A.O. at any time except for a total of \$652 in the fourth quarter of 2020. Moreover, for her part, S.A.O. applied for unemployment benefits in May 2021 and stated on the application that she had not worked for Smart Therapy at any point during the prior 18 months.

72. Smart Therapy also submitted claims for EIDBI services purportedly rendered by another medical provider, Individual B, who did not work for Smart Therapy. According to Medicaid claims data, Smart Therapy submitted approximately 85 claims totaling approximately \$84,000 for EIDBI services purportedly provided by Individual B between October 30, 2021, and February 20, 2022. Smart Therapy received a total of more than \$33,000 in Medicaid funds based on these claims. But according to Minnesota DEED records, Smart Therapy only paid Individual B a total of \$420 in wages.

73. During an interview with federal agents in March 2023, Individual B said s/he did not work at Smart Therapy. Individual B explained that s/he did some training at Smart Therapy for one week in late 2021, but that s/he never worked or provided services at Smart Therapy. Individual B said s/he was paid approximately \$300 for the training.

74. According to Medicaid claims data, Smart Therapy submitted claims for EIDBI services purportedly rendered by medical provider F.S.A. Between approximately July 31, 2020 and March 30, 2023, Smart Therapy submitted approximately 378 claims for 1,555 hours of EIDBI services purportedly provided by

F.S.A. Smart Therapy sought more than \$200,000 in Medicaid payments for these services, and ultimately received more than \$90,000 for EIDBI services purportedly provided by F.S.A. On three occasions in November and December 2021, Smart Therapy billed Medicaid for 18 hours of in-home EIDBI services purportedly provided by F.S.A. on a single day.

75. But Minnesota DEED records show that F.S.A. did not work at Smart Therapy in November or December 2021. According to Minnesota DEED records, Smart Therapy only paid wages to F.S.A. in the third quarter of 2020 and the second quarter of 2022. In all, according to DEED and financial records, Smart Therapy only paid approximately \$1,900 in wages to F.S.A. Based on the approximately 1,555 hours of EIDBI services purported provided by F.S.A., this would be hourly rate of approximately \$1.26 per hour if F.S.A. actually provided all of these EIDBI services for which Smart Therapy billed Medicaid.

76. An analysis of Medicaid claims data and DEED payroll information shows that Smart Therapy had three different medical providers that were paid an average hourly rate of less than \$1 per hour. This was calculated by taking the total units billed by Smart Therapy Center for the provider (1 unit = 15 minutes) and dividing it by 4 to get the total hours billed. The total amount the provider was paid was then divided by the total hours billed to calculate the hourly pay rate. One example is provider S.O. who was paid an average of \$0.42 per hour (\$652 paid/1,544 hours).

Medical Provider	Number of Units Billed	Hours of EIDBI Services Billed	Total Amount of Wages	Average hourly rate
S.O.	6,175	1,544	\$652	\$0.42
R.B.	2,412	603	\$420	\$0.70
M.Y.	5,696	1,424	\$1,098	\$0.77

77. Smart Therapy also had another six medical providers who received an average hourly rate of less than \$2 per hour.

Medical Provider	Number of Units Billed	Hours of EIDBI Services Billed	Total Amount of Wages	Average hourly rate
D.A.	3,470	868	\$972	\$1.12
F.S.A.	6,218	1,555	\$1,963	\$1.26
I.O.	6,926	1,732	\$2,700	\$1.49
S.S.I.	3,855	964	\$1,536	\$1.59
I.A.	1,248	312	\$544	\$1.74
N.I.	3,902	976	\$1,768	\$1.81

78. The minimum wage in the city of Minneapolis, where Smart Therapy is located, is \$15.57 as of July 1, 2024.

4. Smart Therapy submitted claims for EIDBI services purportedly provided by medical providers while those providers were outside of the United States.

79. Smart Therapy also submitted Medicaid reimbursement claims for EIDBI services purported rendered by medical providers who were outside of the United States at the time the services were rendered.

80. For example, one of the medical providers for which Smart Therapy billed was a medical provider M.M.Y., who traveled internationally several times in 2021 and 2022. Medicaid claims data shows that Smart Therapy continued to submit claims for in-home or in-office EIDBI services purportedly provided by M.M.Y. while M.M.Y. was outside of the country.

81. Flight records show that medical provider M.M.Y. traveled abroad to Somalia (through the United Arab Emirates) from approximately November 18, 2021, through January 11, 2022. According to Medicaid claims data, Smart Therapy submitted 18 separate Medicaid claims for in-home EIDBI services purportedly provided by M.M.Y. during that period. In all, Smart Therapy claimed to be entitled to approximately \$8,680 in Medicaid payments for EIDBI services provided by M.M.Y. while she was out of the country from November 2021 to January 2022. Smart Therapy received approximately \$3,665 for those fraudulent claims.

82. Flight records show that M.M.Y. also traveled abroad in April and May 2022. Specifically, M.M.Y. took a flight from Minneapolis-Saint Paul Airport to Amman, Jordan (via Chicago O'Hare) on or about April 16, 2022, and did not return to the United States until on or about May 11, 2022. According to Medicaid claims data, Smart Therapy submitted 25 separate Medicaid claims for approximately 100 hours of in-home EIDBI services purportedly provided by medical provider M.M.Y. from April 17 through May 10, 2022—while M.M.Y. was outside of the United States. Smart Therapy claimed to be entitled to a total of approximately \$14,000 in Medicaid reimbursements for services purportedly provided by M.M.Y. during this period. Smart Therapy ultimately received nearly \$6,000 based on those fraudulent claims.

83. According to flight records, medical provider M.M.Y. also traveled internationally from October 3 through November 25, 2022. Flight records show that M.M.Y. took a flight from MSP airport to Nairobi, Kenya (via Amsterdam) on or about October 3, 2022. M.M.Y. did not return to the country until on or about

November 25, 2022, when M.M.Y. arrived at MSP on a flight from Amsterdam that originated in Nairobi. According to Medicaid claims data, Smart Therapy submitted eight separate Medicaid claims for approximately 32 hours of in-home EIDBI services purportedly provided by medical provider M.M.Y. During this approximately seven-week period in which M.M.Y. was outside of the United States.

84. Smart Therapy also submitted Medicaid reimbursement claims for EIDBI services purportedly provided by L.A.A. (a/k/a D.M.A.), including claims while L.A.A. was outside of the United States. According to flight records, on or about December 24, 2021, L.A.A. left Minneapolis-St. Paul International Airport on an international flight bound for Istanbul, Turkey. L.A.A. returned to the United States on or about February 24, 2021, on a flight arriving from Germany that originated in Istanbul. During the month in which L.A.A. was out of the country, Smart Therapy submitted 83 separate Medicaid claims for approximately 375 hours of home and office EIDBI services provided by L.A.A. In all, Smart Therapy claimed it was entitled to more than \$52,000 in Medicaid funds for these services, and ultimately received approximately \$22,000 for EIDBI services provided by L.A.A. in the home or office while L.A.A. was out of the country.

**5. Smart Therapy submitted other improbable Medicaid claims.**

85. Smart Therapy also submitted other improbable claims for Medicaid reimbursements. For example, according to Medicaid claims data, Smart Therapy submitted claims for EIDBI services purportedly provided by medical provider F.S.A. every single day from October 29 through December 28, 2021. The total hours



submitted by Smart Therapy were 524 which equates to a daily average of 8.6 hours. Smart Therapy claimed that F.S.A. provided 18 hours of service in a single day eight times during this time period: November 6, 2021, November 13, 2021, November 20, 2021, November 27, 2021, December 4, 2021, December 11, 2021, December 18, 2021, and December 25, 2021 (all which are Saturdays).

86. Medicaid claims data shows that Smart Therapy also submitted Medicaid claims for EIDBI services purportedly provided by medical provider M.A.Y. every single day from November 23 through December 30, 2021. The total hours submitted by Smart Therapy Center were 410 which equates to a daily average of 10.8 hours. Smart Therapy claimed that M.A.Y. provided 14 hours of service in a single day 19 times during this period.

**6. Smart Therapy also submitted improbably large Medicaid claims for services provided to certain individual clients.**

87. The government's investigation has shown that, for some individual clients, Smart Therapy submitted a number of improbably large Medicaid claims for EIDBI services.

88. For example, Medicaid claims data shows that Smart Therapy submitted approximately 1,511 claims for EIDBI services purportedly provided to client A.A. from June 10, 2020, through March 31, 2023. These claims related to approximately 7,456 hours of EIDBI services purportedly provided by 33 different medical providers and equates to an average of approximately 50 hours of EIDBI services per week. In all, Smart Therapy billed Medicaid more than \$850,000 for

EIDBI services provided to client A.A. during this approximately 3-year period and received approximately \$438,000 in Medicaid payments based on these claims.

89. Similarly, according to Medicaid claims data, Smart Therapy submitted approximately 853 claims for EIDBI services purportedly provided to client A.B. from October 24, 2021, to March 31, 2023. These claims related to approximately 4,242 hours of EIDBI services purportedly provided by 32 different medical providers and equates to an average of approximately 56 hours of EIDBI services per week.

90. During the 28-week period from September 5, 2022, and March 31, 2023, Smart Therapy claimed to have provided approximately 800 hours of EIDBI services to client A.B. on days that school attendance records showed client A.B. was at school—an average of approximately 28.5 hours of services per week on school days. For example, on October 25, 2023, Smart Therapy billed for providing almost 10 hours of in-office EIDBI services and an additional 3 hours of telehealth EIDBI services to client A.B. even though school attendance records show that client A.B. attended school that day.

91. In all, Smart Therapy billed Medicaid more than \$590,000 for EIDBI services provided to client A.B. during this approximately 18-month period and received approximately \$275,000 in Medicaid payments based on these claims.

**B. Star Autism Center**

92. The investigation has shown that Star Autism Center and its owners were similarly involved in a scheme to fraudulently obtain Medicaid payments based on fraudulent EIDBI claims for EIDBI services that were not actually provided.

93. Individual A.H.Y. registered Star Autism Center LLC with the Minnesota Secretary of State on or about August 24, 2020. Individual A.H.Y. listed himself as the organizer of Star Autism Center LLC.

94. The same day that he registered Star Autism Center, Individual A.H.Y. applied to enroll the company as a provider for EIDBI services. The application identified Individual A.H.Y. as the authorized provider representative for Star Autism Center.

95. On or about August 24, 2020, Individual A.H.Y. also submitted a DHS “Disclosure of Ownership and Control Interest of an Entity” form identifying himself as the sole owner of Star Autism Center.

96. On or about October 23, 2020, Individual A.H.Y. submitted a provider agreement to Minnesota DHS. In signing and submitting the form, Individual A.H.Y. agreed to abide by various terms and conditions in participating in the EIDBI program. Among other things, Individual A.H.Y. agreed to “[a]ssume full responsibility for the accuracy of claims submitted to the Department of Human Services in accordance with the certification requirements of 42 C.F.R. § 455.18 and Minnesota Statutes § 256B.27, subd.2.” Individual A.H.Y. also agreed to “[m]aintain records that fully disclose the extent of services provided to MHCP recipients for a period of 5 years after the initial date of billing DHS, in accordance with Minnesota Rules 9505.2160 – 9505.2245, or for the duration of contested proceedings, whichever is longer.”

97. Since its formation in August 2020, Star Autism has received more than \$6 million in Medicaid payment for EIDBI-related services.

1. **Star Autism billed Medicaid for EIDBI services purportedly provided by medical providers who did not legitimately work for the company.**

98. Star Autism billed Medicaid for EIDBI services purportedly provided by medical providers who did not work for Star Autism or who received little or no wages from the company.

99. For example, Medicaid claims show that Star Autism submitted 599 separate claims for a total of approximately 2,650 hours of EIDBI services purportedly provided by medical provider M.A.G. from approximately September 2021 through March 2023. Star Autism received more than \$150,000 in Medicaid payments based on these claims. But according to Minnesota DEED records and Star Autism financial records, Star Autism did not pay any wages to medical provider M.A.G. Based on my training and experience, medical providers are typically paid for providing medical services.

100. Similarly, according to Medicaid claims, Star Autism submitted approximately 850 claims totaling 3,812 hours of EIDBI services purportedly provided by medical provider H.H.Y. from February 2021 through January 1, 2023. Star Autism received more than \$200,000 in Medicaid payments for services purportedly provided by H.H.Y. But according to Minnesota DEED records, Star Autism only reported paying a total of \$10,022 in wages to medical provider H.H.Y. in 2021 and 2022. Based on the more than 3,800 hours of EIDBI services billed, this would equate to an hourly wage of only \$2.62 per hour.

**2. Star Autism submitted claims for EIDBI services purportedly provided by medical providers who were outside of the United States**

101. Star Autism also submitted Medicaid reimbursement claims for EIDBI services purportedly rendered by medical providers while those providers were outside of the country at the time the services were supposed to have been provided.

102. For example, Star Autism received nearly \$10,000 in Medicaid payments for EIDBI payments purported provided by Individual A.H.Y. while he was outside of the United States. Flight records show that Individual A.H.Y. traveled from Minneapolis to Nairobi, Kenya on or about January 30, 2023, and returned to the United States on or about March 21, 2023. According to claims data, Star Autism submitted approximately 56 claims totaling 171 hours of services for in-home EIDBI services purportedly provided by Individual A.H.Y. during this period. Star Autism Center received almost \$10,000 for those claims.

103. On approximately January 30, 2023, provider F.A.A. traveled from MSP to Nairobi and returned on approximately March 21, 2023. According to claims data, Star Autism submitted approximately 66 claims for a total of 283 hours of in-home EIDBI services purportedly provided by F.A.A. while F.A.A. was outside of the United States. Star Autism received more than \$16,000 in Medicaid payments based on those fraudulent claims.

**3. Star Autism Center also submitted improbably large Medicaid claims for EIDBI services purportedly provided to certain clients.**

104. The government's investigation has shown that, for some individual clients, Star Autism submitted a number of improbably large Medicaid claims for EIDBI services.

105. For example, Medicaid claims data shows that for the month of July 2023, Star Autism submitted 1,722 units of services for provider F.A.A. which equates to approximately 430 hours of EIDBI services purportedly provided by F.A.A. in that one month. Star Autism submitted claims every single day of that month for EIDBI services purportedly provided by provider F.A.A.—which is a daily average of approximately 13.9 hours of EIDBI services rendered by F.A.A. According to the claims data, Star Autism claimed that provider F.A.A. provided all of these services to just two clients – A.S. (880 units) and A.I. (842 units). Star Autism billed services for both A.S. and A.I. on every day of the month except for July 3, 2023 (when only services for A.I. were billed). A.I. resides in Willmar, Minnesota and A.S. resides in St. Cloud, Minnesota. The travel time between the two towns is approximately 1 hour and 15 minutes, which provider F.A.A. would have needed to travel to see both clients in the same day.

106. On four separate days in July 2023, Star Autism billed Medicaid for more than 20 hours of EIDBI services purportedly provided by provider F.A.A.: July 2 (90 units = 22.5 hours), July 9 (86 Units = 21.5 hours), July 16 (82 Units = 20.5 hours) & July 23 (82 Units = 20.5 hours). These daily hours of services did not include the travel time between clients A.S. and A.I.

107. Medicaid claims data further shows that Star Autism submitted claims for EIDBI services purportedly rendered by provider F.A.A. for 270 straight days from on or about April 1, 2021, to December 26, 2021. Star Autism submitted Medicaid claims for an average of 8.25 hours of EIDBI services purportedly rendered by provider F.A.A. during that 270-day period. During an approximately three-month period during this time from July 1 through October 2, 2021, Star Autism submitted claims for provider F.A.A. at an average of 12 hours per day of EIDBI services. Star Autism was paid approximately \$127,000 for these claims.

108. According to claims data, Star Autism submitted claims for EIDBI services purportedly provided by Individual A.H.Y. every single day for 185 straight days from on or about July 2 through December 31, 2021. During that period, Star Autism claimed that Individual A.H.Y. provided an average of 9 hours of EIDBI services a day. Within that time frame, Star Autism twice billed Medicaid for 21.5 hours of EIDBI services purportedly provided by Individual A.H.Y. on a single day—November 20 and 27, 2021. Star Autism received approximately \$93,000 in Medicaid payments based on these claims.

109. Star Autism also claimed that provider Y.W. provided EIDBI services all but one day over a 329-day period from September 11, 2022, to August 5, 2023. On numerous days throughout this period, Star Autism submitted claims that provider Y.W. provided 12 hours of in-home EIDBI services on a single day. Additionally, according to Medicaid claims data, Star Autism also submitted claims

for EIDBI services purportedly rendered by provider Y.W. every single day for 89 straight days from September 27 through December 24, 2023.

110. Medicaid data shows that on 16 different occasions, Star Autism submitted claims totaling over 20 hours of services in a single day for provider A.M. For example, Star Autism submitted claims for A.M. that billed 23 hours' worth of in-home or office services for six different clients on November 5, 2022. Star Autism also submitted claims for A.M. that billed 22.5 hours' worth of services for seven different clients on December 10, 2022.

111. According to claims data, Star Autism submitted claims for services provided in the home to client S.A. from March 11, 2023, to March 4, 2024, every single day over this approximately 360-day period except for on December 1, 2023, at an average of 7.8 hours of services per day. Star Autism Center billed for 11 hours or more of services provided to client S.A. in a single day approximately 100 times over this period and never billed less than 4 hours of services in a day.

112. Star Autism further claimed that in the one-year period between December 8, 2022 to December 7, 2023, four providers, R.A., Z.A., A.M., and H.Y., provided in-home EIDBI services to a single client on every single day, with the exception of a six-day period in June 2023.

4. **Star Autism billed Medicaid for claims for services that took place during the same periods in which clients were attending school or otherwise unavailable for therapy.**

113. From approximately February 2, 2021, to March 24, 2023, Star Autism Center submitted approximately 1,378 claims totaling approximately 5,575 hours (22,300 units / 4) for client S.I. and was paid \$322,475 for those claims. The claims



included nine different providers and averaged 50 hours of services per week. Of the 1,378 claims, approximately 531 claims were on dates that S.I. attended school, for a total of approximately 1,750 hours. There were approximately 63 weeks of claims that overlapped with school attendance and averaged 27.7 hours of services per week outside of school, on school days (not including weekend hours).

114. From approximately April 1, 2021, to August 2, 2022, Star Autism Center submitted claims for client S.I. for 489 straight days, despite school being in session during those dates. The total hours billed over the period was 3,628 hours and averaged approximately 7.4 hours per day.

115. On October 6, 2023, Medicaid records show that client N.A. had both their adenoids and tonsils removed. For the period of October 6, 2023, to October 16, 2023, N.A. had an excused absence from school while recovering from the surgery. On October 6, 2023, the same day of N.A.'s surgery, Star Autism submitted claims for 8 hours' worth of EIDBI services. Over the next week, as N.A. was out of school for surgery recovery, Star Autism continued to submit claims for services related to N.A. Between October 7 and October 16, Star Autism submitted claims for a total of 63 hours' worth of EIDBI services for N.A.

**5. Minnesota DHS investigated Star Autism in 2022 after receiving a complaint and found multiple irregularities in its Medicaid billing.**

116. In May 2022, the Minnesota DHS Office of Inspector General received a complaint regarding Star Autism from a provider screener who had recently conducted onsite visits at Star Autism. The complainant noted that at their onsite visit, they had found, among other things, missing intake documents, missing

personnel files, and that QSP signatures were pre-printed on records. DHS-OIG referred the case to the Medicaid Provider Audits and Investigations Unit for further investigation and review.

117. MPAI reviewed a subset of Star Autism's Medicaid claims between February 2021 and February 2022. Their findings included:

- a. 12 instances of Medicaid claims billed where there were more units than were documented on the client's health service record;
- b. 191 instances of claims billed when there was no documentation to support services;
- c. 5 instances of claims billed where there was no start and/or end time for the session documented;
- d. Nearly 1,400 instances of claims billed where the health service record did not contain a treatment provider signature or the treatment provider's signature was printed on the progress note (rather than a physical or a time stamped electronic signature);
- e. Over 1,400 instances of claims billed where the treatment provider did not meet qualifications; and
- f. Numerous instances of claims billed where a treatment provider documented overlapping start/stop times for services rendered with Star Autism and shifts worked with other employers.

118. Based on its review and the nature, severity, and chronicity of Star Autism's claims issues, MPAI referred the case to the Medicaid Fraud Control Unit of the Minnesota Attorney General's Office for further investigation.

**C. Computer Searches and Technical Terms**

119. Based on my experience and the experience of other law enforcement agents, as well as on information obtained in the investigation, documents maintained in the normal course of business by medical providers include: dispensing orders; original detailed written orders; recipient's diagnosis from the testing physician; proof of delivery documentation; purchase records; shipment records; billing records; employee work records; and financial records. It is common for equipment and supplies providers to maintain current such records in the place of business and/or at storage facilities.

120. It is also common to maintain at least some of purchase, shipment, financial, billing, client records, employee records, and information in electronic form on computers. Such records assist law enforcement in identifying fraudulent schemes of the business, personal income and expenses, as well as business' assets and liabilities, and can be used to identify the receipt of funds derived from criminal activity, as well as trace the ultimate disposition of those funds.

121. Because this warrant requests permission to search any seized computer(s) or computer-related materials as defined below, a technician specially trained in the use and retrieval of information from computers will assist law enforcement with their search of any computer(s) or computer-related equipment. It

is believed the computer(s) will contain both evidence of criminal activity, as well as be an instrumentality of the crime itself.

122. Based on my training and experience, I use the following technical terms to convey the following meanings:

123. IP Address: The Internet Protocol address (or simply “IP address”) is a unique numeric address used by computers on the Internet. An IP address looks like a series of four numbers, each in the range 0-255, separated by periods (e.g., 121.56.97.178). Every computer attached to the Internet must be assigned an IP address so that Internet traffic sent from and directed to that computer may be directed properly from its source to its destination. Most Internet service providers control a range of IP addresses. Some computers have static—that is, long-term—IP addresses, while other computers have dynamic—that is, frequently changed—IP addresses.

124. Internet: The Internet is a global network of computers and other electronic devices that communicate with each other. Due to the structure of the Internet, connections between devices on the Internet often cross state and international borders, even when the devices communicating with each other are in the same state.

125. Storage medium: A storage medium is any physical object upon which computer data can be recorded. Examples include hard disks, RAM, floppy disks, flash memory, CD-ROMs, and other magnetic or optical media.

**D. Computers, Electronic Storage, and Forensic Analysis**

126. As described above and in Attachments B-1 and B-2, this application seeks permission to search for records that might be found at the Subject Premises, in whatever form they are found. One form in which the records might be found is data stored on a computer's hard drive or other storage media. Thus, the warrant applied for would authorize the seizure of electronic storage media or, potentially, the copying of electronically stored information, all under Rule 41(e)(2)(B).

127. *Probable cause.* I submit that if a computer or storage medium is found at the Subject Premises, there is probable cause to believe those records will be stored on that computer or storage medium, for at least the following reasons:

128. Based on my knowledge, training, and experience, I know that computer files or remnants of such files can be recovered months or even years after they have been downloaded onto a storage medium, deleted, or viewed via the Internet. Electronic files downloaded to a storage medium can be stored for years at little or no cost. Even when files have been deleted, they can be recovered months or years later using forensic tools. This is so because when a person "deletes" a file on a computer, the data contained in the file does not actually disappear; rather, that data remains on the storage medium until it is overwritten by new data.

129. Therefore, deleted files, or remnants of deleted files, may reside in free space or slack space—that is, in space on the storage medium that is not currently being used by an active file—for long periods of time before they are overwritten. In addition, a computer's operating system may also keep a record of deleted data in a "swap" or "recovery" file.

130. Wholly apart from user-generated files, computer storage media—in particular, computers’ internal hard drives—contain electronic evidence of how a computer has been used, what it has been used for, and who has used it. To give a few examples, this forensic evidence can take the form of operating system configurations, artifacts from operating system or application operation, file system data structures, and virtual memory “swap” or paging files. Computer users typically do not erase or delete this evidence, because special software is typically required for that task. However, it is technically possible to delete this information.

131. Similarly, files that have been viewed via the Internet are sometimes automatically downloaded into a temporary Internet directory or “cache.”

132. *Forensic evidence.* As further described in Attachments B-1 and B-2, this application seeks permission to locate not only computer files that might serve as direct evidence of the crimes described on the warrant, but also for forensic electronic evidence that establishes how computers were used, the purpose of their use, who used them, and when. There is probable cause to believe that this forensic electronic evidence will be on any storage medium in the Subject Premises because:

a. Data on the storage medium can provide evidence of a file that was once on the storage medium but has since been deleted or edited, or of a deleted portion of a file (such as a paragraph that has been deleted from a word processing file). Virtual memory paging systems can leave traces of information on the storage medium that show what tasks and processes were recently active. Web browsers, e-mail programs, and chat programs store configuration information on the storage

medium that can reveal information such as online nicknames and passwords. Operating systems can record additional information, such as the attachment of peripherals, the attachment of USB flash storage devices or other external storage media, and the times the computer was in use. Computer file systems can record information about the dates files were created and the sequence in which they were created, although this information can later be falsified.

b. As explained herein, information stored within a computer and other electronic storage media may provide crucial evidence of the “who, what, why, when, where, and how” of the criminal conduct under investigation, thus enabling the United States to establish and prove each element or alternatively, to exclude the innocent from further suspicion. In my training and experience, information stored within a computer or storage media (e.g., registry information, communications, images and movies, transactional information, records of session times and durations, internet history, and anti-virus, spyware, and malware detection programs) can indicate who has used or controlled the computer or storage media. This “user attribution” evidence is analogous to the search for “indicia of occupancy” while executing a search warrant at a residence. The existence or absence of anti-virus, spyware, and malware detection programs may indicate whether the computer was remotely accessed, thus inculcating or exculpating the computer owner. Further, computer and storage media activity can indicate how and when the computer or storage media was accessed or used. For example, as described herein, computers typically contain information that log: computer user account session times and

medium that can reveal information such as online nicknames and passwords. Operating systems can record additional information, such as the attachment of peripherals, the attachment of USB flash storage devices or other external storage media, and the times the computer was in use. Computer file systems can record information about the dates files were created and the sequence in which they were created, although this information can later be falsified.

b. As explained herein, information stored within a computer and other electronic storage media may provide crucial evidence of the “who, what, why, when, where, and how” of the criminal conduct under investigation, thus enabling the United States to establish and prove each element or alternatively, to exclude the innocent from further suspicion. In my training and experience, information stored within a computer or storage media (e.g., registry information, communications, images and movies, transactional information, records of session times and durations, internet history, and anti-virus, spyware, and malware detection programs) can indicate who has used or controlled the computer or storage media. This “user attribution” evidence is analogous to the search for “indicia of occupancy” while executing a search warrant at a residence. The existence or absence of anti-virus, spyware, and malware detection programs may indicate whether the computer was remotely accessed, thus inculcating or exculpating the computer owner. Further, computer and storage media activity can indicate how and when the computer or storage media was accessed or used. For example, as described herein, computers typically contain information that log: computer user account session times and



durations, computer activity associated with user accounts, electronic storage media that connected with the computer, and the IP addresses through which the computer accessed networks and the internet. Such information allows investigators to understand the chronological context of computer or electronic storage media access, use, and events relating to the crime under investigation. Additionally, some information stored within a computer or electronic storage media may provide crucial evidence relating to the physical location of other evidence and the suspect. For example, images stored on a computer may both show a particular location and have geolocation information incorporated into its file data. Such file data typically also contains information indicating when the file or image was created. The existence of such image files, along with external device connection logs, may also indicate the presence of additional electronic storage media (e.g., a digital camera or cellular phone with an incorporated camera). The geographic and timeline information described herein may either inculcate or exculpate the computer user. Last, information stored within a computer may provide relevant insight into the computer user's state of mind as it relates to the offense under investigation. For example, information within the computer may indicate the owner's motive and intent to commit a crime (e.g., internet searches indicating criminal planning), or consciousness of guilt (e.g., running a "wiping" program to destroy evidence on the computer or password protecting/encrypting such evidence in an effort to conceal it from law enforcement).

c. A person with appropriate familiarity with how a computer works can, after examining this forensic evidence in its proper context, draw conclusions about how computers were used, the purpose of their use, who used them, and when.

d. The process of identifying the exact files, blocks, registry entries, logs, or other forms of forensic evidence on a storage medium that are necessary to draw an accurate conclusion is a dynamic process. While it is possible to specify in advance the records to be sought, computer evidence is not always data that can be merely reviewed by a review team and passed along to investigators. Whether data stored on a computer is evidence may depend on other information stored on the computer and the application of knowledge about how a computer behaves. Therefore, contextual information necessary to understand other evidence also falls within the scope of the warrant.

133. Further, in finding evidence of how a computer was used, the purpose of its use, who used it, and when, sometimes it is necessary to establish that a particular thing is not present on a storage medium. For example, the presence or absence of counter-forensic programs or anti-virus programs (and associated data) may be relevant to establishing the user's intent.

134. *Necessity of seizing or copying entire computers or storage media.* In most cases, a thorough search of a premises for information that might be stored on storage media often requires the seizure of the physical storage media and later off-site review consistent with the warrant. In lieu of removing storage media from the premises, it is sometimes possible to make an image copy of storage media. Generally

speaking, imaging is the taking of a complete electronic picture of the computer's data, including all hidden sectors and deleted files. Either seizure or imaging is often necessary to ensure the accuracy and completeness of data recorded on the storage media, and to prevent the loss of the data either from accidental or intentional destruction. This is true because of the following:

135. *The time required for an examination.* As noted above, not all evidence takes the form of documents and files that can be easily viewed on site. Analyzing evidence of how a computer has been used, what it has been used for, and who has used it requires considerable time, and taking that much time on premises could be unreasonable. As explained above, because the warrant calls for forensic electronic evidence, it is exceedingly likely that it will be necessary to thoroughly examine storage media to obtain evidence. Storage media can store a large volume of information. Reviewing that information for things described in the warrant can take weeks or months, depending on the volume of data stored, and would be impractical and invasive to attempt on-site.

136. *Technical requirements.* Computers can be configured in several different ways, featuring a variety of different operating systems, application software, and configurations. Therefore, searching them sometimes requires tools or knowledge that might not be present on the search site. The vast array of computer hardware and software available makes it difficult to know before a search what tools or knowledge will be required to analyze the system and its data on the

Premises. However, taking the storage media off-site and reviewing it in a controlled environment will allow its examination with the proper tools and knowledge.

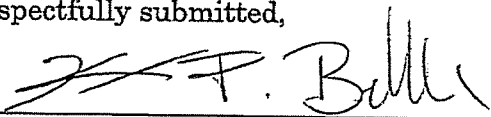
137. *Variety of forms of electronic media.* Records sought under this warrant could be stored in a variety of storage media formats that may require off-site reviewing with specialized forensic tools.

138. *Nature of examination.* Based on the foregoing, and consistent with Rule 41(e)(2)(B), the warrant I am applying for would permit seizing, imaging, or otherwise copying storage media that reasonably appear to contain some or all of the evidence described in the warrant, and would authorize a later review of the media or information consistent with the warrant. The later review may require techniques, including but not limited to computer-assisted scans of the entire medium, that might expose many parts of a hard drive to human inspection in order to determine whether it is evidence described by the warrant.

### CONCLUSION

139. Based on the facts set forth above, and based on my training, experience, knowledge, and the aforementioned facts of this investigation, there is probable cause to believe that evidence and instrumentalities of violations of Title 18, United States Code, Section 1343 (wire fraud), Section 1347 (healthcare fraud), and Section 1349 (conspiracy to commit wire fraud and healthcare fraud) as described in Attachments B-1 and B-2, can be found at the Subject Premises, as further described in Attachments A-1 and A-2.

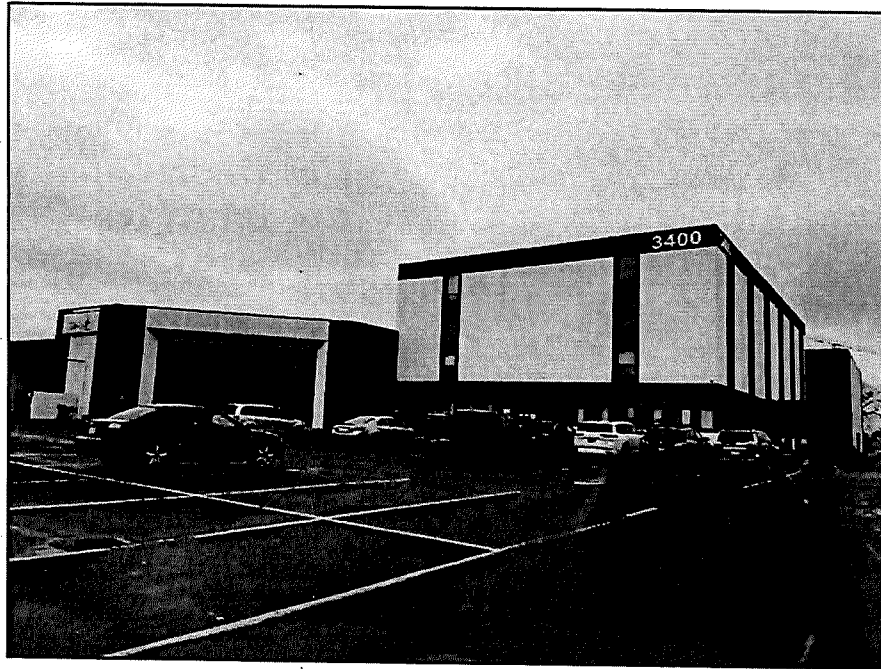
Respectfully submitted,

  
\_\_\_\_\_  
FBI Special Agent Kurt Beulke

SUBSCRIBED and SWORN before me by reliable  
electronic means (FaceTime and/or email)  
pursuant to Fed. R. Crim. P. 41(d)(3)  
on December 11, 2024

  
\_\_\_\_\_  
The Honorable Dulce J. Foster  
United States Magistrate Judge





Subject Premises 2 is the office suite located at Suite 402A within 3400 1st

Street. Suite 402A is on the 4<sup>th</sup> floor of the building. It has a large white poster on the front door that displays the business hours and contact information for Star Autism Center LLC.





**ATTACHMENT B-2**  
**(List of Items to be Seized)**

Items to be seized include all evidence of violations of Title 18, United States Code, Sections 1343 (wire fraud), 1347 (health care fraud), and 1349 (conspiracy to commit wire fraud and healthcare fraud), for the period of July 1, 2020 through the present, related to a scheme of false billing for EIDBI services, including the following:

1. All documents, correspondence, or information related to the operation of EIDBI programming including applications, bills, claims, invoices, records, reimbursements, contracts, site locations, and identification of clients served and EIDBI service providers employed.

2. All correspondence or communication with the Minnesota Department of Human Services, any DHS-licensed MCOs, or other entities related to billing and reimbursements for EIDBI programming.

3. All personal financial documents, records and information for Abdinajib Hassan Yussuf, including but not limited to the following:

a. Financial records including bank statements, deposit tickets, canceled checks, credit and debit memos, wire transfers, bank money orders, cashier's checks, investment records, stock and bond records, loan records, safety deposit box records, financial statements, tax returns, and records utilized in the preparation of tax returns;

b. Retained copies of personal and business tax returns;

c. Receipts and other documents showing disbursement of funds and ownership of assets, including purchases of real estate and other assets; and

d. Documents showing the location of other records including receipts and contracts for rental units, and change of address or post office box records.

4. All documents, records and information pertaining to Smart Therapy Center or other existing or prospective entities in which Hassan are participating related to EIDBI or healthcare, including but not limited to the following:

a. Accounting records including financial statements, chart of accounts, account ledgers, general ledgers, cash receipt journals, cash disbursement journals, payroll registers, check registers, accounts payable ledgers, accounts receivable ledgers, general journal and overhead rates and calculations;

b. Records that show ownership, control, affiliation, and operation of the subject company, or any other associated companies, entities, investments, or assets, including but not limited to articles of incorporation, corporate resolutions or minutes, other business or corporate records, memoranda, by-laws, shareholder information, donor information, service agreements, partnership agreements, memoranda of understanding, and other documents evincing ownership, control, affiliation, and operation.

c. Financial records including bank statements, deposit tickets, canceled checks, credit and debit memos, wire transfers, bank money orders, cashier's

checks, investment records, stock and bond records, safety deposit box records, tax returns, and records utilized in the preparation of tax returns;

d. Personnel files and employee information for all employees, volunteers, and/or independent contractors, including, but not limited to, payroll records, time sheets and other records of work performed, applications for employment, background checks, Forms 1099, Forms W-2, and Forms W-4; and

e. Business records including invoices, statements, contracts and agreements, purchase and sale records, records of donations, and correspondence.

5. Property records, receipts, investment records, stock and bond records, mortgages, rental or lease agreements, promissory notes, handwritten notes, calendars, day planners, logs, records related to wire transfers or reflecting financial transactions, and records related to or tending to identify the source, accumulation, disposition, location or ownership of assets, money, wealth, property, safe deposit records, and safe deposit keys.

6. Records reflecting business or personal travel, including passports;

7. Information that constitutes evidence of treatment or services provided to EIDBI clients.

8. Cash or cash equivalent, coins, stocks, bonds, gold, jewelry, watches or other proceeds of the fraud offense.

9. Correspondence, memos, reports, notes, and e-mails pertaining to the business and personal financial affairs described above.

10. All documents and records tending to show the identities of associates or co-conspirators, or tending to show the location of assets including notes, telephone messages, telephone numbers, email addresses, address books, and appointment books.

11. All documents, records, communications, photographs, videos, or other media tending to show use or spending of suspected fraud proceeds.

12. Smartphones or cellular telephones, computers, tablet computers, and other digital storage media that may contain any of the records or information described above.

13. Any computer software (and related instructions or manuals) that was used or may have been used to operate the computer hardware listed above, access remote computers, communicate with others, or to manage and record financial transactions, including but not limited to Internet browsers, Internet access software, word processing programs, email software, banking software, business management tools, and accounting software.

14. Any access devices, records, or information needed to open or fully operate the computer hardware or software listed above, including but not limited to physical keys, account numbers, screen names, passwords, personal identification numbers (PINs), or digital certificates.

15. The terms "records" and "information" include all of the foregoing items of evidence in whatever form and by whatever means they may have been created or stored, including any electrical, electronic, or magnetic form (such as any information

on an electronic or magnetic storage device, including hard disks, ZIPdisks, optical discs, backup tapes, smart cards, memory calculators, personal digital assistants, as well as printouts or readouts from any magnetic storage device); any handmade form (such as writing, drawing, painting); any mechanical form (such as printing or typing); and any photographic form (such as prints, negatives, videotapes, motion pictures, photocopies).

16. Any and all records related to the use of post office boxes, virtual offices, or mail service providers.

17. Items needed to access the information listed above, such as:

- a. Cabinet and desk keys;
- b. Documents and items regarding the rental or use of a storage unit, including contracts, rental agreements, and keys; and
- c. Safe and lock combination and keys.

18. Any digital device capable of storing information related to the commission or attempted commission of the above listed violations, or used to facilitate the above-listed violations, and forensic copies thereof.

19. With respect to any digital-device containing evidence falling within the scope of the foregoing categories of items to be seized:

- a. evidence of who used, owned, or controlled the device at the time the things described in this warrant were created, edited, or deleted, such as logs, registry entries, configuration files, saved usernames and passwords, documents,

browsing history, user profiles, e-mail, e-mail contacts, chat and instant messaging logs, photographs, and correspondence;

- b. evidence of the presence or absence of software that would allow others to control the device, such as viruses, Trojan horses, and other forms of malicious software, as well as evidence of the presence or absence of security software designed to detect malicious software;
- c. evidence of the attachment of other devices;
- d. evidence of counter-forensic programs (and associated data) that are designed to eliminate data from the device;
- e. evidence of the times the device was used;
- f. passwords, encryption keys, and other access devices that may be necessary to access the device;
- g. applications, utility programs, compilers, interpreters, or other software, as well as documentation and manuals, that may be necessary to access the device or to conduct a forensic examination of it;
- h. records of or information about Internet Protocol addresses used by the device;
- i. records of or information about the device's Internet activity, including firewall logs, caches, browser history and cookies, "bookmarked" or "favorite" web pages, search terms that the user entered into any Internet search engine, and records of user-typed web addresses.

20. As used herein, the terms "records," "documents," "programs," "applications," and "materials" includes records, documents, programs, applications, and materials created, modified, or stored in any form, including in digital form on any digital device and any forensic copies thereof.

21. As used herein, the term "digital device" includes any electronic system or device capable of storing or processing data in digital form, including central processing units, desktops, laptops, notebooks, and tablet computers; personal digital assistants; wireless communication devices, such as telephone paging devices, beepers, mobile telephones, and smart phones; digital cameras; peripheral input/output devices, such as keyboards, printers, scanners, plotters, monitors, and drives intended for removable media; related communications devices, such as modems, routers, cables, and connections; storage media, such as hard disk drives, floppy disks, memory cards, optical disks, and magnetic tapes used to store digital data (excluding analog tapes such as VHS); and security devices.