

SEP 29 2020

JUDGE SEEGER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MAGISTRATE JUDGE MCSHAIN

UNITED STATES OF AMERICA

v.

MAURICE ROWELL

No. **20 CR 692**

Violations: Title 18, United States
Code, Section 371; and Title 42,
United States Code, Section 1320a-
7b(b)

COUNT ONE

The SPECIAL NOVEMBER 2019 GRAND JURY charges:

1. At times material to this Indictment:

a. Medicare was a “federal health care program,” as defined by Title 42, United States Code, Section 1320a-7b, that provided health benefits which were funded directly, in whole or in part by the United States Government.

b. Defendant MAURICE ROWELL was a resident of Flossmoor, Illinois and Chicago, Illinois, and the manager and registered agent of Connections Management & Consulting LLC located in Flossmoor, Illinois.

c. Nursing Agency A and Nursing Agency B were home health agencies located in Oak Lawn, Illinois and Tinley Park, Illinois, respectively. Nursing Agency A and Nursing Agency B provided home health care services to clients who were confined to their homes. Nursing Agency A and Nursing Agency B also contracted with physical therapy companies including Therapy Company A, Therapy Company B, Therapy Company C, and Therapy Company D, which provided physical therapy services to clients of Nursing Agency A and Nursing Agency B.

d. Nursing Agency A and Nursing Agency B through its officers and agents submitted claims to Medicare for reimbursement of home health care and physical therapy services provided to their patients.

e. Medicare typically approved the provision of home health care to its beneficiaries who were confined to their homes in 60-day periods. The 60-day periods were referred to as cycles or episodes, and an initial cycle of home health care was known as a Start of Care cycle. A physician was required to approve a patient's plan of care and to certify that the patient was confined to his or her home. Subsequent cycles were referred to as "recertifications" because a beneficiary was required to be recertified by a physician to receive additional 60-day cycles of home health care.

f. Individual A was the owner of Therapy Company A and was responsible for obtaining referrals of patients to Nursing Agency A and Nursing Agency B.

g. Individual B was a resident of Chicago, Illinois and received payments from Connections Management & Consulting, LLC.

h. Individual C was a resident of Chicago, Illinois and received payments from Connections Management & Consulting, LLC.

2. Beginning in or around August 2010 and continuing through in or around April 2019, in the Northern District of Illinois, Eastern Division, and elsewhere,

MAURICE ROWELL,

defendant herein, and others known and unknown to the grand jury, did conspire to knowingly and willfully solicit and receive remunerations, including kickbacks and bribes, directly and indirectly, overtly and covertly, from Nursing Agency A, Nursing Agency B, and others, to defendant ROWELL and others, in return for the referral of Medicare beneficiaries to Nursing Agency A and Nursing Agency B, for the furnishing and arranging for the furnishing of home health care services for which payment may be made in whole or in part by Medicare, in violation of Title 42, United States Code, Section 1320a-7b(b)(1)(A).

Purpose of the Conspiracy

3. It was a purpose of the conspiracy for defendant ROWELL and his co-conspirators to unlawfully enrich themselves by, among other things, (i) soliciting and receiving kickbacks and bribes in return for referring Medicare beneficiaries to Nursing Agency A and Nursing Agency B to serve as home health patients, and (ii) concealing the referral of Medicare beneficiaries and the solicitation, offer, payment and receipt of kickbacks and bribes.

Manner and Means

4. It was part of the conspiracy that defendant ROWELL, Individual B, Individual C, and others solicited and received, and caused to be offered and paid, kickbacks and bribes to defendant ROWELL, Individual B, Individual C, and others

in return for the referral of Medicare beneficiaries to Nursing Agency A and Nursing Agency B for home health services paid for by Medicare.

5. It was further part of the conspiracy that defendant ROWELL, Individual B, Individual C, and others recruited Medicare beneficiaries for referral to Nursing Agency A and Nursing Agency B.

6. It was further part of the conspiracy that defendant ROWELL solicited and received at least approximately \$890,000 in kickbacks from Nursing Agency A, Nursing Agency B, and others in exchange for the referral of Medicare beneficiaries to Nursing Agency A and Nursing Agency B for home health services paid for by Medicare.

7. It was further part of the conspiracy that defendant ROWELL and the owners of Nursing Agency A used false and fraudulent marketing contracts that were designed to conceal the true nature of their agreement, which was the payment and receipt of money in exchange for the referral of Medicare beneficiaries to Nursing Agency A and Nursing Agency B.

8. It was further part of the conspiracy that defendant ROWELL prepared monthly invoices from Connections to Nursing Agency A and Nursing Agency B that concealed demands for payments based on the volume of patient referrals as demands for payment on an hourly basis for marketing services.

9. It was further part of the conspiracy that defendant ROWELL Individual A, Individual B, Individual C, and others caused to be submitted to Medicare claims

for home health services provided and purportedly provided to the beneficiaries referred to Nursing Agency A and Nursing Agency B, by defendant ROWELL, Individual B, and Individual C.

10. It was further part of the conspiracy that defendant ROWELL, Individual A, Individual B, Individual C, and others caused Medicare to pay Nursing Agency A and Nursing Agency B a total of approximately \$7 million based upon claims submitted for home health services provided and purportedly provided to Medicare beneficiaries referred to Nursing Agency A and Nursing Agency B by defendant ROWELL.

11. It was further part of the conspiracy that defendant ROWELL, Individual B, Individual C, and their co-conspirators misrepresented, concealed, hid, and caused to be misrepresented, concealed and hidden, the purpose of the conspiracy and acts done in furtherance of the conspiracy.

Overt Acts

12. In furtherance of and to effect the objects of this conspiracy, defendant ROWELL and his co-conspirators committed and caused to be committed, in the Northern District of Illinois, at least one of the following overt acts, among others:

13. The following kickback transactions:

| APPROXIMATE DATE | PAYOR | KICKBACK AMOUNT |
|-------------------------|------------------|------------------------|
| February 7, 2019 | Nursing Agency A | \$5,100 |
| March 7, 2019 | Nursing Agency A | \$6,709 |

14. The kickback transactions charged in Counts Two through Seven of this Indictment, each of which constitutes an overt act in furtherance of the conspiracy;

In violation of Title 18, United States Code, Section 371.

COUNTS TWO THROUGH SEVEN

The SPECIAL NOVEMBER 2019 GRAND JURY further charges:

On or about the dates set forth below, in the Northern District of Illinois, Eastern Division, and elsewhere,

MAURICE ROWELL,

defendant herein, did knowingly and willfully solicit and receive remunerations, including kickbacks and bribes, directly and indirectly, overtly and covertly, in the form of checks made payable to Connections Management & Consulting LLC in the dollar amounts set forth below, in return for referring Medicare beneficiaries to Nursing Agency A and Nursing Agency B for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part under a Federal health care program, namely, Medicare:

| COUNT | APPROXIMATE DATE | PAYOR | KICKBACK AMOUNT |
|--------------|-------------------------|------------------|------------------------|
| 2 | July 7, 2017 | Nursing Agency A | \$5,000 |
| 3 | July 11, 2017 | Nursing Agency A | \$3,160 |
| 4 | October 6, 2017 | Nursing Agency A | \$6,000 |
| 5 | May 7, 2018 | Nursing Agency A | \$5,138 |
| 6 | May 7, 2018 | Nursing Agency B | \$900 |
| 7 | October 6, 2017 | Nursing Agency B | \$1,500 |

In violation of Title 42, United States Code, Section 1320a-7b(b)(1)(A).

FORFEITURE ALLEGATION

The SPECIAL NOVEMBER 2019 GRAND JURY further alleges:

1. As a result of his violations of Title 18, United States Code, Section 371 and Title 42, United States Code, Section 1320a-7b(b)(1)(A), as alleged in the indictment,

MAURICE ROWELL,

defendant herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7) any and all right, title and interest he may have in any property, real or personal, that constitutes and is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 982(a)(7).

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

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

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1).

A TRUE BILL:

FOREPERSON

UNITED STATES DEPARTMENT OF JUSTICE
CRIMINAL DIVISION, FRAUD SECTION
ACTING CHIEF

UNITED STATES DEPARTMENT OF JUSTICE
CRIMINAL DIVISION, FRAUD SECTION