

FILED

JUN 24 2025

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY T. J.
DEPUTY CLERK

UNITED STATES OF AMERICA,

Plaintiff,

v.

(1) HECTOR ALMANZA,

(2) DIANA ALMANZA,

Defendants.

Criminal No. 5:25-CR-00381-OLG

INFORMATION

Count 1: 18 U.S.C. § 371:

**Conspiracy to Defraud the United
States and to Pay and Receive
Health Care Kickbacks**

INFORMATION

The United States charges:

General Allegations

At all times material to this Information, unless otherwise specified:

The Defendants and Related Entities

1. Defendants HECTOR ALMANZA and DIANA ALMANZA were residents of Bexar County, Texas, and the principal owners and operators of Four Winds Hospice, Inc. (“Four Winds”).
2. Four Winds was a Texas business entity doing business within the Western District of Texas.
3. Marketers 1, 2, 3, and 4 were residents of Bexar County, Texas, and, at various times, referred Medicare beneficiaries to Four Winds for hospice services.

The Medicare Program

4. The Medicare Program (“Medicare”) was a federally funded health care program providing benefits to individuals who were sixty-five (65) years of age or older, or disabled. Medicare was administrated through the Centers for Medicare and Medicaid Services (“CMS”), a

federal agency within the United States Department of Health and Human Services (“HHS”). Medicare was a “healthcare benefit program” as defined by Title 18, United States Code, Section 24(b) and a “Federal health care program” as defined by Title 42, United States Code, Section 1320a-7b(f).

5. Individuals who qualified for Medicare benefits were commonly referred to as Medicare “beneficiaries.” Each beneficiary was given a unique Medicare identification number that was used to process bills linked to that beneficiary.

6. Medicare covered reasonable and necessary medical services provided to individuals and families who were deemed eligible. Medicare covered hospice services which were certified by a medical professional to be reasonable and appropriate.

7. Hospices, home health agencies, physicians, and other health care providers who provided services to beneficiaries that were reimbursed by Medicare were referred to as Medicare “providers.”

8. To participate in Medicare, Medicare required prospective providers to be licensed by a state or local agency. After obtaining the applicable license, Medicare required prospective hospice and home health providers to submit an application in which the prospective provider agreed to comply with all Medicare-related laws and regulations, including the Federal Anti-Kickback Statute, and to not submit claims for payment to Medicare knowing they were false or fraudulent or with deliberate ignorance or reckless disregard of their truth or falsity. Providers were given access to Medicare manuals and service bulletins describing billing procedures, rules, and regulations.

9. If Medicare approved a provider’s application, Medicare assigned the provider a Medicare “provider number,” which was used for the processing and payment of claims submitted

by the provider. A health care provider with a Medicare provider number could submit claims to Medicare to obtain reimbursement for services rendered to Medicare beneficiaries.

10. The Federal Anti-Kickback Statute was a law prohibiting service providers from paying or receiving money in return for inducing the referral of a patient or service being paid for by Federal funds, including Medicare. To receive Medicare funds, enrolled providers agreed to, and were required to abide by, the Federal Anti-Kickback Statute and other laws and regulations.

11. To receive payment from Medicare, providers submitted or caused the submission of claims to Medicare, either directly or through a billing company. When submitting claims, or causing claims to be submitted, using the provider's unique personal identification number, a provider certified that the services were provided in accordance with all Medicare rules and regulations, including compliance with the Federal Anti-Kickback Statute. Medicare did not cover claims for services procured through kickbacks in violation of the Federal Anti-Kickback Statute, regardless of the medical necessity of the service.

12. Medicare coverage for hospice services was limited to situations in which: (1) a physician certified that the beneficiary was terminally ill; and (2) the beneficiary signed an election form statement choosing hospice care instead of other Medicare benefits. Medicare considered a beneficiary to be "terminally ill" if the beneficiary's life expectancy was six months or less, if the beneficiary's illness ran its normal course. Hospice services reimbursed by Medicare were palliative in nature (also referred to as "comfort care") and included, but were not limited to, medications to manage pain symptoms, necessary medical equipment, and bereavement services to surviving family members. Once a beneficiary chose hospice care, Medicare did not cover treatment intended to cure the beneficiary's terminal illness.

COUNT ONE

**Conspiracy to Defraud the United States and to
Pay and Receive Health Care Kickbacks
(18 U.S.C. § 371) (42 U.S.C § 1320a-7b(b)(1)(A), (b)(2)(A))**

17. Each and every paragraph of this Information is incorporated by reference as though fully set forth herein.

18. Beginning no later than October 2022, and continuing through in or around October 2024, in the Western District of Texas, and elsewhere, Defendants

**HECTOR ALMANZA (1) and
DIANA ALMANZA (2)**

did knowingly and willfully combine, conspire, confederate, and agree with each other and others, known and unknown, to commit offenses against the United States, that is,

a. to defraud the United States by cheating the United States government and any of its agencies and departments out of money and property, and by impairing, impeding, obstructing, and defeating through deceitful and dishonest means, the lawful government functions of HHS and CMS in its administration and oversight of Medicare;

b. to violate Title 42, United States Code, Section 1320a-7b(b)(1), by soliciting and receiving remuneration, specifically, kickbacks and bribes, directly and indirectly, overtly and covertly, in return for referring individuals for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part by a Federal health care program, that is, Medicare; and for the purchasing, leasing, ordering, and arranging for and recommending the purchasing, leasing, and ordering of any good, item, and service for which payment may be made in whole and in part by a Federal health care program, that is, Medicare; and

c. to violate Title 42, United States Code, Section 1320a-7b(b)(2), by paying

and offering to pay remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, to any person to induce such person to refer any individual to Four Winds for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part by a Federal health care program, that is, Medicare; and for the purchasing, leasing, ordering and arranging for and recommending the purchasing, leasing and ordering of any good, item and service for which payment may be made in whole and in part by a Federal health care program, that is, Medicare.

Purpose of the Conspiracy

19. It was a purpose of the conspiracy for Defendants HECTOR ALMANZA and DIANA ALMANZA to unlawfully enrich themselves by (a) soliciting, receiving, offering, and paying illegal kickbacks and bribes in exchange for the referral of Medicare beneficiaries to Four Winds for hospice services; (b) submitting and causing the submission of false and fraudulent claims to Medicare for services that were ordered and procured through illegal kickbacks and bribes, medically unnecessary, and ineligible for reimbursement; (c) concealing the submission of false and fraudulent claims to Medicare and the receipt and transfer of the proceeds of the fraud; and (d) diverting proceeds of the fraud for their personal use and benefit, for the use and benefit of others, and to further the fraud.

Manner and Means of the Conspiracy

20. The manner and means by which Defendants HECTOR ALMANZA and DIANA ALMANZA, and others sought to accomplish the purpose and objects of the conspiracy included, among other things, the following:

21. Four Winds was a registered Medicare provider with a unique National Provider Identifier number. As the owners and operators of a registered Medicare provider, Defendants HECTOR ALMANZA and DIANA ALMANZA submitted and caused to be submitted Medicare enrollment applications in which they certified that they would abide by all applicable Medicare laws, regulations, and program instructions, and would not knowingly present or cause to be presented false or fraudulent claims to Medicare, including claims that were procured through the payment or receipt of kickbacks and bribes.

22. Despite this, from in or around October 2022, and continuing through in or around October 2024, Defendants HECTOR ALMANZA and DIANA ALMANZA agreed with each other and others, including marketers, to pay the marketers kickbacks on a per-beneficiary basis in exchange for any beneficiary referral provided to Four Winds by the purported marketers who was successfully enrolled to receive hospice services. The hospice services were billed to Medicare by Four Winds.

23. Defendants HECTOR ALMANZA and DIANA ALMANZA concealed and disguised the scheme, including by, among others: creating and signing contracts falsely stating that payments were for hourly “marketing” services; listing checks and payments for purported “marketing” services, when the payments were actually calculated on a per-patient basis; falsely referring to the marketers who were paid kickbacks as “consultants” in response to legal process; and misrepresenting that invoices itemizing beneficiaries referred by purported marketers did not exist.

24. From in or around October 2022, and continuing through in or around October 2024, Defendants HECTOR ALMANZA and DIANA ALMANZA, through Four Winds, paid the purported marketers at least approximately \$17,000 in illegal kickback payments in exchange for

beneficiary referrals. Based on these beneficiary referrals, Defendants HECTOR ALMANZA and DIANA ALMANZA submitted and caused the submission of approximately \$1,692,950 in false and fraudulent claims billed to Medicare for hospice services that were procured through illegal kickbacks and bribes, medically unnecessary, and ineligible for reimbursement. Medicare paid approximately \$529,287.67 on these claims.

Overt Acts

25. From in or around October 2022, and continuing through in or around October 2024, in furtherance of the conspiracy, and to accomplish its object and purpose, at least one of the conspirators committed and caused to be committed, in the Western District of Texas, and elsewhere, at least one of the following overt acts:

a. On or about October 18, 2022, Defendants HECTOR ALMANZA and DIANA ALMANZA met in person with Marketer 1 and offered to pay Marketer 1 \$600 for each beneficiary referred to Four Winds and successfully enrolled in hospice care.

b. On or about December 2, 2022, Defendants HECTOR ALMANZA and DIANA ALMANZA sent or caused to be sent a payment of approximately \$550 to Marketer 2 in return for referring a beneficiary to Four Winds.

c. On or about April 11, 2023, Defendants HECTOR ALMANZA and DIANA ALMANZA sent or caused to be sent a payment of approximately \$730 to Marketer 3 in return for referring a beneficiary to Four Winds.

d. On or about February 8, 2023, Defendant HECTOR ALMANZA met in person with Marketer 1 and gave Marketer 1 a check for \$5,600 in return for referring beneficiaries to Four Winds.

e. On or about February 23, 2024, Defendants HECTOR ALMANZA and DIANA ALMANZA sent or caused to be sent a payment of approximately \$750 to Marketer 4 in return for referring a beneficiary to Four Winds. All in violation of Title 18, United States Code, Section 371.

Forfeiture Notice

(18 U.S.C. § 982(a)(7) and 28 U.S.C. § 2461)

1. Pursuant to 18 U.S.C. § 982(a)(7) and 28 U.S.C. § 2461, upon conviction of Count One, HECTOR ALMANZA and DIANA ALMANZA shall forfeit to the United States, any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to Count One.

2. Pursuant to 21 U.S.C. § 853(p), as incorporated by 28 U.S.C. § 2461(c), if any of the property described above, as a result of any act or omission of a defendant:

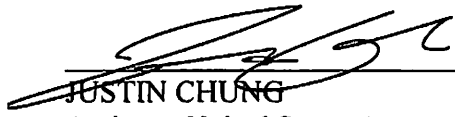
- a. cannot be located upon the exercise of due diligence;
- b. has been transferred, sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be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

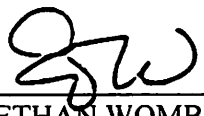
the United States intends to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described above.

By:

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