

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No.

**18 - 20504** CR-MORENO/

18 U.S.C. § 371  
18 U.S.C. § 982(a)(7)

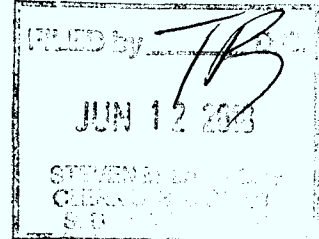
*Louis*

UNITED STATES OF AMERICA

v.

MIRIAM PARDO,

Defendant.



INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times material to this Indictment,

The Medicare Program

1. The Medicare program (“Medicare”) was a federal health care program providing benefits to persons who were 65 or older or disabled. Medicare was administered by the United States Department of Health and Human Services (“HHS”), through its agency, the Centers for Medicare and Medicaid Services (“CMS”). Individuals who received benefits under Medicare were referred to as Medicare “beneficiaries.”

2. Medicare was a “health care benefit program,” as defined by Title 18, United States Code, Section 24(b).

3. “Part A” of the Medicare program covered certain eligible home health care costs for medical services provided by a home health agency (“HHA”) to beneficiaries who required home health services because of an illness or disability that caused them to be homebound.

4. Physicians, clinics, and other health care providers, including HHAs, that provided services to Medicare beneficiaries were able to apply for and obtain a “provider number.” A health care provider that received a Medicare provider number was able to file claims with Medicare to obtain reimbursement for services provided to beneficiaries. A Medicare claim was required to set forth, among other things, the beneficiary’s name and Medicare information number, the services that were performed for the beneficiary, the date that the services were provided, the cost of the services, and the name and provider number of the physician or other health care provider who ordered the services.

5. CMS did not directly pay Medicare Part A claims submitted by Medicare-certified HHAs. CMS contracted with different companies to administer the Medicare Part A program throughout different parts of the United States. In the State of Florida, CMS contracted with Palmetto Government Benefits Administrators (“Palmetto”). As administrator, Palmetto was to receive, adjudicate, and pay claims submitted by HHA providers under the Part A program for home health services. Additionally, CMS separately contracted with companies in order to review HHA providers’ claims data. CMS first contracted with TriCenturion, a Program Safeguard Contractor. Subsequently, on December 15, 2008, CMS contracted with SafeGuard Services, a Zone Program Integrity Contractor. Both TriCenturion and SafeGuard Services safeguarded the Medicare Trust Fund by reviewing HHA providers’ claims for potential fraud, waste, and/or abuse.

6. In addition to the services covered under Medicare Part A, “Part B” of the Medicare program provided coverage for, among other things, certain physician office and home visits, and other health care benefits, items, and services. The physician services at issue in this Indictment were covered by Medicare Part B.

## **Part A Coverage and Regulations**

### **Reimbursements**

7. The Medicare Part A program reimbursed 100% of the allowable charges for participating HHAs providing home health care services only if the patient qualified for home health benefits. A patient qualified for home health benefits only if:

- (a) the patient was confined to the home, also referred to as homebound;
- (b) the patient was under the care of a physician who specifically determined there was a need for home health care and established the Plan of Care (“POC”); and
- (c) the determining physician signed a certification statement specifying that the beneficiary needed intermittent skilled nursing care, physical therapy, speech therapy, or continued occupational therapy services; that the beneficiary was confined to the home; that a POC for furnishing services was established and periodically reviewed; and that the services were furnished while the beneficiary was under the care of the physician who established the POC.

### **Record Keeping Requirements**

8. Medicare Part A regulations required HHAs providing services to Medicare beneficiaries to maintain complete and accurate medical records reflecting the medical assessment and diagnoses of the patients, as well as records documenting the actual treatment of patients to whom services were provided and for whom claims for reimbursement were submitted by the HHA. These medical records were required to be sufficiently complete to permit Medicare, through Palmetto and other contractors, to review the appropriateness of Medicare payments made to the HHA under the Part A program.

9. Among the written records required to document the appropriateness of home health care claims submitted under Part A of Medicare were: (i) a POC that included the physician

order for home health care, diagnoses, types of services/frequency of visits, prognosis/rehabilitation potential, functional limitations/activities permitted, medications/treatments/nutritional requirements, safety measures/discharge plans, goals, and the physician's signature; and (ii) a signed certification statement by an attending physician certifying that the patient was confined to his or her home and was in need of the planned home health services.

10. Medicare Part A regulations required provider HHAs to maintain medical records of every visit made by a nurse, therapist, and home health aide to a beneficiary. The record of a nurse's visit was required to describe, among other things, any significant observed signs or symptoms, any treatment and drugs administered, any reactions by the patient, any instruction provided to the patient and the understanding of the patient, and any changes in the patient's physical or emotional condition. The home health nurse, therapist, and aide were required to document the hands-on personal care provided to the beneficiary as the services were deemed necessary to maintain the beneficiary's health or to facilitate treatment of the beneficiary's primary illness or injury. These written medical records were generally created and maintained in the form of "clinical notes" and "home health aide notes/observations."

11. Medicare regulations allowed certified HHAs to subcontract home health care services to nursing companies, therapy staffing services agencies, registries, or groups (nursing groups), which would bill the certified HHA. The HHA would, in turn, bill Medicare for all services provided to beneficiaries by the subcontractor. The HHA's professional supervision over subcontracted-for services required the same quality controls and supervision as of its own salaried employees.

**The Defendant, Relevant Entities, and Individuals**

12. Gables Medical Care Inc. (“Gables Medical Care”) was a Florida corporation, located at 85 Grand Canal Drive, #400, Miami, Florida, that purported to do business in Miami-Dade County as a medical clinic.

13. Defendant **MIRIAM PARDO**, a resident of Miami-Dade County, was the president and registered agent of Gables Medical Care.

14. Physician 1, a resident of Miami-Dade County, worked at Gables Medical Care.

15. Miller Home Care, Inc. (“Miller”), located at 9745 SW 72<sup>nd</sup> Street, Suite 214, Miami, Florida; Maya Home Health Care Corp. (“Maya”), located at 126 East 49<sup>th</sup> Street, Hialeah, Florida; and Floridian Home Health Care Corp. (“Floridian”), locations at 4445 W. 16<sup>th</sup> Avenue, Suite 403, Hialeah, Florida, and 9220 SW 72<sup>nd</sup> Street, #206, Miami, Florida, were Florida corporations that purported to do business in Miami-Dade County as HHAs.

16. Antonio Suarez and Marlen Trujillo, both residents of Miami-Dade County, owned and operated Miller, Maya, and Floridian.

17. Starlite Home Health Agency, Inc. (“Starlite”) with locations at 7040 SW 24<sup>th</sup> Street, #409, Miami, Florida; 1450 North Krome Avenue, Suite 101B, Florida City, Florida; and 303 North Krome Avenue, #105, Homestead, Florida, was a Florida corporation that purported to do business in Miami-Dade County as an HHA.

18. Lourdes Duarte was a resident of Miami-Dade County.

**CONSPIRACY TO PAY AND RECEIVE HEALTH CARE KICKBACKS  
(18 U.S.C. § 371)**

From in or around July 2009, through in or around November 2013, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

**MIRIAM PARDO,**

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate, and agree with Physician 1, Antonio Suarez, Marlen Trujillo, Lourdes Duarte, and others known and unknown to the Grand Jury, to commit certain offenses against the United States, that is:

a. to violate Title 42, United States Code, Section 1320a-7b(b)(1)(A), by knowingly and willfully soliciting and receiving remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, in return for referring an individual to a person for the furnishing and arranging for the furnishing of an item and service for which payment may be made in whole and in part under a federal health care program, that is, Medicare; and

b. to violate Title 42, United States Code, Section 1320a-7b(b)(2)(A), by knowingly and willfully offering and paying 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 an individual to a person for the furnishing and arranging for the furnishing of an item and service for which payment may be made in whole and in part under a federal health care program, that is, Medicare.

**Purpose of the Conspiracy**

19. It was a purpose of the conspiracy for **MIRIAM PARDO** and her co-conspirators to unlawfully enrich themselves by: (a) offering, paying, soliciting, and receiving kickbacks and bribes in return for referring Medicare beneficiaries to various Miami-area HHAs, including Miller, Maya, Floridian, and Starlite, to serve as patients; (b) offering, paying, soliciting, and receiving kickbacks and bribes in return for prescriptions for home health care/physician certification statements and POCs signed by Physician 1; and (c) submitting and causing the submission of claims to Medicare for purported physician visits from Physician 1 and home health

services that Miller, Maya, Floridian, and Starlite, among other HHAs, purported to provide to the recruited beneficiaries.

**Manner and Means of the Conspiracy**

The manner and means by which **MIRIAM PARDO** and her co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among other things, the following:

20. **MIRIAM PARDO** accepted kickbacks and bribes from Antonio Suarez, Marlen Trujillo, and others in return for referring Medicare beneficiaries from Gables Medical Care to Miller, Maya, and Floridian, among other HHAs, to serve as patients.

21. **MIRIAM PARDO** paid and caused the payment of a portion of those kickbacks and bribes to the recruited beneficiaries to induce the beneficiaries to agree to sign up for purported home health care services prescribed by Physician 1.

22. **MIRIAM PARDO** and Physician 1 caused Medicare to pay for physician visits purportedly provided at Gables Medical Care to the patients **PARDO** recruited with kickbacks and bribes to serve as patients at Miller, Maya, Floridian, and other HHAs.

23. **MIRIAM PARDO** and Physician 1 accepted kickbacks and bribes from Antonio Suarez, Marlen Trujillo, Lourdes Duarte, and others in return for prescriptions for home health care/physician certification statements and POCs signed by Physician 1 at Gables Medical Center.

24. **MIRIAM PARDO**, Antonio Suarez, Marlen Trujillo, Lourdes Duarte, and others caused Miller, Maya, Floridian, and Starlite, among other HHAs, to submit claims to Medicare for home health services purportedly prescribed by Physician 1 and provided to the recruited beneficiaries.

25. **MIRIAM PARDO**, Antonio Suarez, Marlen Trujillo, Lourdes Duarte, and others caused Medicare to make approximately \$1 million in payments to Miller, Maya, Floridian,

Starlite, and other HHAs based upon claims for home health services submitted on behalf of the Medicare beneficiaries (a) recruited by **PARDO**, and/or (b) for whom **PARDO** provided prescriptions for home health care/physician certification statements and POCs signed by Physician 1 in return for kickbacks and bribes.

**Overt Acts**

In furtherance of the conspiracy, and to accomplish its objects and purpose, at least one of the conspirators committed and caused to be committed, in the Southern District of Florida, at least one of the following overt acts, among others:

1. On or about March 19, 2012, **MIRIAM PARDO** deposited a check, numbered 11801, in the approximate amount of \$1,224, written from the bank account of Physician 1's professional association to Gables Medical Care.

2. On or about September 17, 2013, **MIRIAM PARDO** deposited a check, number 12227, in the approximate amount of \$2,982, written from the bank account of Physician 1's professional association to Gables Medical Care.

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

**FORFEITURE**  
**(18 U.S.C. § 982(a)(7))**

1. The allegations contained in this Indictment are re-alleged and incorporated by reference as though fully set forth herein for the purpose of alleging forfeiture to the United States of certain property in which the defendant, **MIRIAM PARDO**, has an interest.

2. Upon conviction of a violation of Title 18, United States Code, Section 371, as alleged in this Indictment, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7), any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of such offense.



3. The property to be forfeited includes, but is not limited to, a sum of money equal in value to the gross proceeds traceable to the commission of the offenses alleged in this Indictment, which the United States will seek as a forfeiture money judgment as part of the defendant's sentence.

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

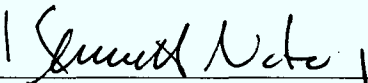
- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot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

the United States shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p).


All pursuant to Title 18, United States Code, Section 982(a)(7), and the procedures set forth at Title 21, United States Code, Section 853, as made applicable by Title 18, United States Code, Section 982(b)(1).

A TRUE BILL

~~FOR PERSON~~

  
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BENJAMIN G. GREENBERG  
UNITED STATES ATTORNEY  
SOUTHERN DISTRICT OF FLORIDA

JOSEPH BEEMSTERBOER  
DEPUTY CHIEF  
CRIMINAL DIVISION, FRAUD SECTION  
U.S. DEPARTMENT OF JUSTICE

  
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LESLIE WRIGHT  
TRIAL ATTORNEY  
CRIMINAL DIVISION, FRAUD SECTION  
U.S. DEPARTMENT OF JUSTICE