

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. **18-20512** CR-MARTINEZ

18 U.S.C. § 1349
18 U.S.C. § 371
42 U.S.C. § 1320a-7b(b)(1)(A)
18 U.S.C. § 2
18 U.S.C. § 982(a)(7)

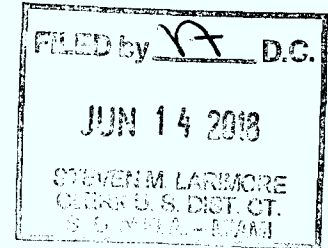
JOTAZO-REYES

UNITED STATES OF AMERICA

v.

NELSON ANZARDO CALZADILLA and
MILENA GONZALEZ,

Defendants.



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 federally funded program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. The benefits available under Medicare were governed by federal statutes and regulations. The United States Department of Health and Human Services (“HHS”), through its agency, the Centers for Medicare and Medicaid Services (“CMS”), oversaw and administered Medicare. Individuals who received benefits under Medicare were commonly referred to as Medicare “beneficiaries.”

2. Medicare was a “health care 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).

3. Medicare programs covering different types of benefits were separated into different program “parts.” “Part A” of the Medicare program covered certain eligible home health care costs for medical services provided by a home health agency (“HHA”), also referred to as a “provider,” to persons who already qualified for Medicare and who additionally required home health services because of an illness or disability that caused them to be homebound.

4. CMS did not directly pay Medicare Part A claims submitted by Medicare-certified HHAs. CMS contracted with different private 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 claims. 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.

5. 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.” In its enrollment application, a provider was required to disclose to Medicare any person or company who held an ownership interest of 5% or more or who had managing control of the provider. 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 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.

6. By becoming a participating provider in Medicare, enrolled providers agreed to abide by the policies and procedures, rules, and regulations governing reimbursement, including the Federal Anti-Kickback Statute. To receive Medicare funds, enrolled providers, together with their authorized agents, employees, and contractors, were required to abide by all provisions of the Social Security Act, the regulations promulgated under the Act, and applicable policies, procedures, rules, and regulations issued by CMS and its authorized agents and contractors. Health care providers were given and provided with online access to Medicare manuals and services bulletins describing proper billing procedures and billing rules and regulations.

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 the patient:

- (a) was confined to the home, also referred to as homebound;
- (b) 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, physical therapy, speech therapy, or a continued need for occupational therapy; 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 patients to maintain complete and accurate medical records reflecting the medical assessment and diagnoses of their 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: (a) a POC that included the physician order, diagnoses, types of services/frequency of visits, prognosis/rehab potential, functional limitations/activities permitted, medications/treatments/nutritional requirements, safety measures/discharge plans, goals, and the physician's signature; and (b) 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 Medicare 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 home health agency. The Medicare certified HHA would, in turn, bill Medicare for all services rendered to the patient. The HHA's professional supervision over subcontracted-for services required the same quality controls and supervision as of its own salaried employees.

12. Medicare paid for insulin injections by an HHA when a beneficiary was determined to be unable to inject his/her own insulin and the beneficiary had no available caregiver able or willing to inject the beneficiary. The basic requirement that the beneficiary be confined to the home or be homebound was a continuing requirement for a Medicare beneficiary to receive home health benefits.

The Defendants and Related Companies

13. Sunshine Home Health Care Services, Inc. ("Sunshine") was a Florida corporation, incorporated on or about October 31, 2003, with its principal place of business in Miami-Dade

County, in the Southern District of Florida. It purported to provide home health care services to eligible Medicare beneficiaries.

14. Empire Home Health Agency, Inc. (“Empire”) was a Florida corporation, incorporated on or about December 18, 2001, with its principal place of business in Miami-Dade County, in the Southern District of Florida. It purported to provide home health care services to eligible Medicare beneficiaries.

15. A&C Home Health Care, Inc. (“A&C”) was a Florida corporation, incorporated on or about September 5, 2007, with its principal place of business in Miami-Dade County, in the Southern District of Florida. It purported to provide home health care services to eligible Medicare beneficiaries.

16. Tropical Home Healthcare, LLC (“Tropical”) was a Florida limited liability company, incorporated on or about September 1, 2006, with its principal place of business in Miami-Dade County, in the Southern District of Florida. It purported to provide home health care services to eligible Medicare beneficiaries.

17. Golden Age Home Care, Inc. (“Golden Age”) was a Florida corporation, incorporated on or about December 14, 1993, with its principal place of business in Miami-Dade County, in the Southern District of Florida. It purported to provide home health care services to eligible Medicare beneficiaries.

18. Healthylife Home Care, Inc. (“Healthylife”) was a Florida corporation, incorporated on or about December 8, 2008, with its principal place of business in Miami-Dade County, in the Southern District of Florida. It purported to provide home health care services to eligible Medicare beneficiaries.

19. Humanity Home Health, Inc. (“Humanity”) was a Florida corporation, incorporated on or about January 30, 2007, with its principal place of business in Miami-Dade County, in the Southern District of Florida. It purported to provide home health care services to eligible Medicare beneficiaries.

20. ACM Home Health Corp. (“ACM”) was a Florida corporation, incorporated on or about May 23, 2007, with its principal place of business in Miami-Dade County, in the Southern District of Florida. It purported to provide home health care services to eligible Medicare beneficiaries.

21. City Center Rehab Corp. (“City Center Rehab”) was a Florida corporation, incorporated on or about November 16, 2009, with its principal place of business in Miami-Dade County, in the Southern District of Florida. City Center did business as a medical clinic that purportedly provided health care services to Medicare beneficiaries, among others.

22. Meridian Realty Corp. (“Meridian Realty”) was a Florida corporation, incorporated on or about September 21, 2001, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

23. 24x7xMarketing Inc. (“24x7xMarketing”) was a Florida corporation, incorporated on or about November 2, 2011, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

24. Allstaffing.com, Inc. (“Allstaffing.com”) was a Florida corporation, incorporated on or about May 21, 2013, with its principal place of business in Miami-Dade County, in the Southern District of Florida.

25. Defendant **NELSON ANZARDO CALZADILLA** was a resident of Miami-Dade County and an owner of A&C, Tropical, and Golden Age.

26. Defendant **MILENA GONZALEZ** was a resident of Miami-Dade County and owned Meridian Realty, 24x7xMarketing, and Allstaffing.com.

27. Rafael Arias, a resident of Miami-Dade County, was an owner of numerous home health agencies that purported to provide home health care services to eligible Medicare beneficiaries, including Sunshine, Empire, A&C, Tropical, Golden Age, Healthylife, Humanity, and ACM.

28. Marcelino Suarez Ferrer, a resident of Miami-Dade County and a registered nurse, was the nominee owner of A&C beginning in or around April 2014.

29. Aylen Gonzalez, a resident of Miami-Dade County, was a patient recruiter.

30. Belkis Bello, a resident of Miami-Dade County, operated Healthylife and ACM.

31. Caridad Suarez was a resident of Miami-Dade County.

32. Barbara Suarez-Febles was a resident of Miami-Dade County.

33. Co-conspirator A was a resident of Miami-Dade County.

COUNT 1

**Conspiracy to Commit Health Care Fraud and Wire Fraud
(18 U.S.C. § 1349)**

1. Paragraphs 1 through 20, 25, and 27 through 33 of the General Allegations section of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. From in or around June 2010, through in or around May 2015, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

NELSON ANZARDO CALZADILLA,

did willfully, that is, with the intent to further objects of the conspiracy, and knowingly combine, conspire, confederate, and agree with Rafael Arias, Aylen Gonzalez, Marcelino Suarez Ferrer, and

others, known and unknown to the Grand Jury, to commit certain offenses against the United States, that is:

a. to knowingly and willfully execute a scheme and artifice to defraud a health care benefit program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is, Medicare, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, said health care benefit program, in connection with the delivery of and payment for health care benefits, items, and services, in violation of Title 18, United States Code, 1347; and

b. to knowingly and with the intent to defraud, devise and intend to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and did knowingly transmit and cause to be transmitted, by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

Purpose of the Conspiracy

3. It was a purpose of the conspiracy for the defendant and his co-conspirators to unlawfully enrich themselves by, among other things: (a) submitting and causing the submission of false and fraudulent claims to Medicare based on kickbacks and bribes; (b) submitting and causing the submission of false and fraudulent claims to Medicare for services that were medically unnecessary, that were not eligible for Medicare reimbursement, and that were never provided; (c) concealing the submission of false and fraudulent claims to Medicare; (d) concealing the receipt

and transfer of fraud proceeds; and (e) diverting fraud proceeds for their personal use and benefit, the use and benefit of others, and to further the fraud.

Manner and Means of the Conspiracy

The manner and means by which the defendant and his co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among other things:

4. Rafael Arias owned numerous Miami-area home health agencies, but recruited other individuals to falsely and fraudulently represent themselves as the owners of these agencies in order to conceal Rafael Arias's ownership interests.

5. In or around May 2012, **NELSON ANZARDO CALZADILLA** and Rafael Arias jointly purchased A&C, but **CALZADILLA** represented himself as the owner of this agency without disclosing Rafael Arias's ownership interest.

6. In or around May 2012 and June 2012, **NELSON ANZARDO CALZADILLA** signed and caused to be submitted Medicare enrollment documents on behalf of A&C in which he identified himself as an owner of A&C and falsely and fraudulently failed to disclose the ownership interest and managing control of Rafael Arias.

7. Approximately three months after **NELSON ANZARDO CALZADILLA** and Rafael Arias purchased A&C, **CALZADILLA** bought out Rafael Arias's interest in A&C.

8. In or around April 2014, Rafael Arias purchased A&C from **NELSON ANZARDO CALZADILLA**, but Rafael Arias recruited Marcelino Suarez Ferrer to falsely and fraudulently represent himself as the owner of A&C.

9. In or around July 2014, **NELSON ANZARDO CALZADILLA** signed and caused to be submitted a Medicare enrollment application deleting **CALZADILLA**'s ownership interest

and identifying Marcelino Suarez Ferrer as an owner of A&C and fraudulently failing to disclose Rafael Arias's ownership interest in A&C.

10. In or around April 2014, **NELSON ANZARDO CALZADILLA** and Rafael Arias became co-owners of Tropical, but recruited co-conspirator A (a) to represent himself as the owner of Tropical and (b) to submit and cause to be submitted Medicare enrollment documentation in which co-conspirator A falsely and fraudulently represented to Medicare that he was an actual owner of Tropical and would abide by the Medicare laws, regulations, and program instructions applicable to the agency, including the Federal Anti-Kickback Statute.

11. In or around July 2014, **NELSON ANZARDO CALZADILLA** and Rafael Arias became co-owners of Golden Age, but **CALZADILLA** represented himself as the owner of Golden Age without disclosing Rafael Arias's ownership interest. **CALZADILLA** ultimately bought out Rafael Arias's interest in Golden Age.

12. In or around November 2014, **NELSON ANZARDO CALZADILLA** signed and caused to be submitted Medicare enrollment documents on behalf of Golden Age in which he identified himself as an owner of Golden Age, beginning in and around July 2014, and falsely and fraudulently failing to disclose the ownership interest and managing control of Rafael Arias.

13. As part of these enrollment documents, **NELSON ANZARDO CALZADILLA** certified to Medicare that he would abide by the Medicare laws, regulations, and program instructions applicable to A&C and Golden Age, including the Federal Anti-Kickback Statute.

14. As a result of the submission of these false and fraudulent enrollment documents, Medicare allowed A&C, Tropical, and Golden Age to submit claims for services purportedly rendered to eligible Medicare beneficiaries.

15. **NELSON ANZARDO CALZADILLA**, Rafael Arias, and their co-conspirators operated several Miami-Dade home health agencies, including Sunshine, A&C, Tropical, and Golden Age.

16. **NELSON ANZARDO CALZADILLA** and Rafael Arias paid and caused to be paid bribes and kickbacks to Aylen Gonzalez and other co-conspirators in exchange for referring Medicare beneficiaries to several Miami-Dade home health agencies, including Sunshine, A&C, Tropical, and Golden Age.

17. **NELSON ANZARDO CALZADILLA**, Rafael Arias, Aylen Gonzalez, and their co-conspirators submitted and caused to be submitted false and fraudulent claims to Medicare seeking payment for home health care services purportedly provided to these referred beneficiaries, many of whom did not qualify for and did not need home health care services.

18. **NELSON ANZARDO CALZADILLA** and his co-conspirators caused Sunshine, A&C, Tropical, and Golden Age to submit false and fraudulent claims to Medicare, through the use of interstate wires, that (a) were the result of the payment of bribes and kickbacks to patient recruiters in exchange for patient referrals, (b) were not medically necessary and were not provided as billed, and (c) were submitted pursuant to Medicare enrollment documents that fraudulently misrepresented the identities of the agencies' true owners.

19. As a result of such false and fraudulent claims, **NELSON ANZARDO CALZADILLA** and his co-conspirators caused Medicare to make payments in an amount exceeding \$6.1 million.

20. **NELSON ANZARDO CALZADILLA** and his co-conspirators diverted the fraud proceeds for the personal use and benefit of themselves and to further the fraud.

All in violation of Title 18, United States Code, Section 1349.

COUNT 2
**Conspiracy to Defraud the United States and
to Pay and Receive Health Care Bribes and Kickbacks
(18 U.S.C. § 371)**

1. Paragraphs 1 through 15, 17 through 27, and 29 through 32 of the General Allegations section of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. From in or around November 2010, through in or around September 2015, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**NELSON ANZARDO CALZADILLA and
MILENA GONZALEZ,**

did willfully, that is, with the intent to further objects of the conspiracy, and knowingly, combine, conspire, confederate, and agree with each other and with Rafael Arias, Aylen Gonzalez, Caridad Suarez, Barbara Suarez-Febles, and others, known and unknown to the Grand Jury, to defraud the United States by impairing, impeding, obstructing, and defeating through deceitful and dishonest means, the lawful government functions of the United States Department of Health and Human Services in its administration and oversight of the Medicare program, in violation of Title 18, United States Code, Section 371; and 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 any 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 items and services for which payment may be made in whole and in part under a federal health care program, that is, Medicare;

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 any item and service for which payment may be made in whole and in part under a federal health care program, that is, Medicare;

c. to violate Title 42, United States Code, Section 1320a-7b(b)(1)(B), 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 purchasing, leasing, ordering, and arranging for and recommend purchasing, leasing, and ordering any good, facility, service, and item for which payment may be made in whole and in part under a federal health care program, that is, Medicare; and

d. to violate Title 42, United States Code, Section 1320a-7b(b)(2)(B), by knowingly and willfully offering and paying remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, in return for purchasing, leasing, ordering, and arranging for and recommend purchasing, leasing, and ordering any good, facility, service, and item for which payment may be made in whole and in part under a federal health care program, that is, Medicare.

Purpose of the Conspiracy

3. It was a purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by: (a) offering, paying, soliciting, and receiving remuneration, including kickbacks and bribes, in return for referring Medicare beneficiaries to home health agencies; (b) submitting and causing the submission of claims to Medicare for home health care

services purportedly provided to recruited beneficiaries; (c) offering, paying, soliciting, and receiving remuneration, including kickbacks and bribes, in return for providing prescriptions for home health care services; and (d) causing the submission of claims to Medicare for home health services purportedly provided by Miami-Dade home health agencies on the basis of prescriptions procured through kickbacks and bribes.

Manner and Means of the Conspiracy

The manner and means by which the defendants and their co-conspirators sought to accomplish the objects and purpose of the conspiracy included, among other things:

4. **MILENA GONZALEZ**, Aylen Gonzalez, Caridad Suarez, Barbara Suarez-Febles, and other co-conspirators solicited and received kickbacks and bribes from co-conspirator home health agency owners and operators in exchange for referring Medicare beneficiaries to home health agencies, including Sunshine, Empire, A&C, Golden Age, Healthylife, Humanity, and ACM.

5. **NELSON ANZARDO CALZADILLA**, Rafael Arias, Belkis Bello, and other co-conspirators paid and caused the payment of kickbacks and bribes to co-conspirator patient recruiters for referring Medicare beneficiaries to home health agencies, including Sunshine, Empire, A&C, Golden Age, Healthylife, Humanity, and ACM.

6. **NELSON ANZARDO CALZADILLA**, **MILENA GONZALEZ**, and other co-conspirators caused several Miami-Dade home health agencies, including Sunshine, Empire, A&C, Golden Age, Healthylife, Humanity, and ACM, to submit claims to Medicare for home health services that were purportedly provided to recruited Medicare beneficiaries.

7. **NELSON ANZARDO CALZADILLA**, **MILENA GONZALEZ**, and their co-conspirators caused Medicare to pay several Miami-Dade home health agencies, including

Sunshine, Empire, A&C, Golden Age, HealthyLife, Humanity, and ACM, for home health services purportedly provided to recruited Medicare beneficiaries.

8. **MILENA GONZALEZ** and other co-conspirators offered and paid bribes and kickbacks to the co-conspirator owners and operators of City Center Rehab in return for providing prescriptions for home health services for Medicare beneficiaries.

9. Co-conspirator owners and operators of City Center Rehab solicited and received kickbacks and bribes from **MILENA GONZALEZ** and co-conspirator patient recruiters in return for providing prescriptions for home health services for Medicare beneficiaries.

10. **MILENA GONZALEZ** and other co-conspirators caused various Miami-Dade home health agencies to submit claims to Medicare for home health services purportedly provided to Medicare beneficiaries on the basis of prescriptions procured through kickbacks and bribes.

11. **MILENA GONZALEZ** and other co-conspirators caused Medicare to pay various Miami-Dade home health agencies based upon claims for home health services purportedly provided to Medicare beneficiaries on the basis of prescriptions procured through kickbacks and bribes.

Overt Acts

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

12. On or about February 11, 2011, **MILENA GONZALEZ** accepted check number 1409 from Empire, in the approximate amount of \$2,300.

13. On or about May 15, 2012, **NELSON ANZARDO CALZADILLA** signed the CMS-855A Medicare Enrollment Application as the President/DON of A&C and represented that A&C would comply with the laws, regulations, and program instructions of the Medicare program.

14. On or about June 21, 2012, **NELSON ANZARDO CALZADILLA** caused check number 2617 from A&C made out to IP Consulting Group, in the approximate amount of \$12,500, to be issued to Aylen Gonzalez.

15. On or about July 27, 2012, **NELSON ANZARDO CALZADILLA** caused check number 2657 from A&C made out to IP Consulting Group, in the approximate amount of \$5,000, to be issued to Aylen Gonzalez.

16. On or about April 9, 2013, **NELSON ANZARDO CALZADILLA** caused check number 2981 from A&C, in the approximate amount of \$5,300, to be issued to Caridad Suarez.

17. On or about June 10, 2013, **NELSON ANZARDO CALZADILLA** caused check number 3094 from A&C made out to Tricounty, in the approximate amount of \$660, to be issued to Caridad Suarez and Barbara Suarez-Febles.

18. On or about June 17, 2013, **NELSON ANZARDO CALZADILLA** caused check number 3108 from A&C made out to Tricounty, in the approximate amount of \$525, to be issued to Caridad Suarez and Barbara Suarez-Febles.

19. On or about May 15, 2014, **MILENA GONZALEZ** accepted check number 1424 from ACM, made out to Allstaffing.com, in the approximate amount of \$4,400.

20. On or about June 13, 2014, **MILENA GONZALEZ** accepted check number 1499 from ACM, in the approximate amount of \$9,180.

21. On or about August 6, 2014, **MILENA GONZALEZ** accepted check number 1714 from ACM, made out to Allstaffing.com, in the approximate amount of \$6,675.

22. On or about November 14, 2014, **NELSON ANZARDO CALZADILLA** signed the CMS-855A Medicare Enrollment Application as the President of Golden Age and represented

that Golden Age would comply with the laws, regulations, and program instructions of the Medicare program.

23. On or about February 25, 2015, **MILENA GONZALEZ** purchased a home health therapy prescription from City Center Rehab for Medicare beneficiary D.I.

24. On or about February 25, 2015, **MILENA GONZALEZ** purchased a home health therapy prescription from City Center Rehab for Medicare beneficiary G.S.

25. On or about March 2, 2015, City Center Rehab submitted a claim to Medicare for an office visit purportedly by Medicare beneficiary D.I. on or about February 25, 2015.

26. On or about March 2, 2015, City Center Rehab submitted a claim to Medicare for an office visit purportedly by Medicare beneficiary G.S. on or about February 25, 2015.

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

COUNTS 3-5

**Receipt of Health Care Kickbacks in Return for Referring Individuals
(42 U.S.C. § 1320a-7b(b)(1)(A))**

1. Paragraphs 1 through 24, 26, 27, and 30 of the General Allegations section of this Indictment are realleged and incorporated by reference as though fully set forth herein.

2. On or about the dates enumerated below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

MILENA GONZALEZ,

did knowingly and willfully solicit and receive remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, including by check, as set forth below, in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole and in part under a federal health care program, that is, Medicare, as set forth below:

Count	Approximate Date of Kickback	Approximate Amount
3	May 16, 2014	\$4,400
4	June 13, 2014	\$9,180
5	August 6, 2014	\$6,675

In violation of Title 42, United States Code, Section 1320a-7b(b)(1)(A), and Title 18, United States Code, Section 2.

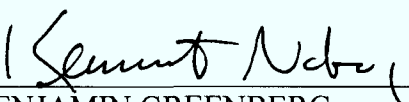
FORFEITURE
(18 U.S.C. § 982(a)(7))

1. The allegations contained in this Indictment are realleged and incorporated by reference as though fully set forth herein for the purpose of alleging forfeiture to the United States of America of certain property in which one or more of the defendants, **NELSON ANZARDO CALZADILLA** and **MILENA GONZALEZ**, has an interest.

2. Upon conviction of a violation alleged in Counts 1 through 5 of this Indictment, the defendants so convicted shall each forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7), all property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of such violation.

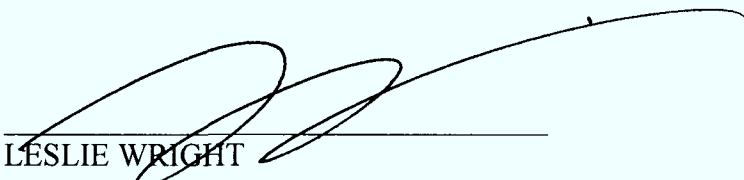
All pursuant to Title 18, United States Code, Section 982(a)(7), and the procedures set forth in Title 21, United States Code, Section 853, as made applicable by Title 18, United States Code, Section 982(b).

A TRUE BILL



BENJAMIN GREENBERG
UNITED STATES ATTORNEY
SOUTHERN DISTRICT OF FLORIDA

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



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