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JUN 02 2016 *EW*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT

UNITED STATES OF AMERICA

) No.

**16CR 364**

v.

) Violations: Title 18, United States  
) Code, Section 371, and Title 42,  
) United States Code, Section  
) 1320a-7b(b)(2)(A)  
)  
)

NORMA DE LA CRUZ and  
ROMEO DE LA CRUZ

**JUDGE PALMEYER**

COUNT ONE

**MAGISTRATE JUDGE ROWLAND**

The SPECIAL JANUARY 2015 GRAND JURY charges:

1. At times material to this Indictment:

*16 CR 364*

The Medicare Program

a. Medicare was a federally funded program that provided free or below-cost health care benefits to persons who were over the age of 65 or suffered from a qualifying disability. Medicare was administered by the Centers for Medicare and Medicaid Services, also known as CMS, a federal agency under the United States Department of Health and Human Services. Individuals who received benefits under Medicare were often referred to as Medicare beneficiaries.

b. Medicare was a "health care benefit program," as defined in Title 18, United States Code, Section 24(b), and a "Federal health care program," as defined in Title 42, United States Code, Section 1320a-7b.

c. Medicare programs covering different types of benefits were separated into different program parts. Covered benefits under Part A of Medicare included, among other things, medically necessary in-home health care services for persons who were confined to their

homes. CMS contracted with Palmetto GBA to process Medicare claims submitted for home health services for beneficiaries in Illinois.

d. A beneficiary was eligible for home health care coverage if, among other conditions, that beneficiary had a condition due to illness or injury that severely restricted his or her ability to leave their place of residence.

e. Medicare typically approved the provision of home health care to beneficiaries who were confined to their homes in 60-day periods. The 60-day periods were referred to as cycles, or episodes of care, and an initial cycle of home health care was known as a "Start of Care" cycle. A physician was required to approve a beneficiary's plan of care, which was typically prepared by the home health agency, and to certify that the beneficiary was confined to his or her home on a Home Health Certification and Plan of Treatment form, sometimes known as a Form 485. Subsequent cycles of care 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.

#### **The Defendants and Related Companies**

f. TLC Healthcare Services of Illinois, Inc., was a corporation organized under the laws of the State of Illinois. TLC was located in Glenview, Illinois. TLC offered home health care services to Medicare beneficiaries who purportedly were confined to their homes, and through its officers and agents submitted claims to Medicare for reimbursement for home health care services purportedly provided to Medicare beneficiaries.

g. Assertive Consultants, LLC, was a corporation organized under the laws of the State of Illinois. Assertive Consultants was located in Bensenville, Illinois.

h. Defendant NORMA DE LA CRUZ, a resident of Cook County, Illinois, was president, director of nursing, registered agent and an owner of TLC.

i. Defendant ROMEO DE LA CRUZ, a resident of Cook County, Illinois, was the secretary and an owner of TLC.

2. Beginning in or around August of 2012, and continuing through at least in or around December of 2014, in the Northern District of Illinois, Eastern Division, and elsewhere,

NORMA DE LA CRUZ and  
ROMEO DE LA CRUZ,

defendants herein, did conspire with each other and with others known and unknown to the Grand Jury, to knowingly and willfully offer and pay any remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, to co-conspirator A to induce him to refer Medicare beneficiaries to TLC for the furnishing and arranging for the furnishing of services for which payment may be made in whole or in part under a Federal health care program, namely, Medicare, in violation of Title 42, United States Code, Section 1320a-7b(b)(2)(A).

#### **Overview of the Conspiracy**

3. It was part of the conspiracy that defendants, co-conspirator A and others agreed to unlawfully enrich themselves by (i) offering and paying kickbacks for referring Medicare beneficiaries to TLC to serve as home health patients, (ii) using the referred Medicare beneficiary information to obtain payments from Medicare for home health services purportedly provided to those beneficiaries by TLC, and (iii) concealing the offer and payment of kickbacks.

4. It was further part of the conspiracy that defendants NORMA DE LA CRUZ and ROMEO DE LA CRUZ offered kickbacks on behalf of TLC to co-conspirator A to induce his referral of Medicare beneficiaries to TLC for home health services paid for by Medicare.



5. It was further part of the conspiracy that defendants NORMA DE LA CRUZ and ROMEO DE LA CRUZ paid co-conspirators at Assertive Consultants approximately \$65,000 for referring approximately 85 Medicare beneficiaries to TLC so that TLC could bill Medicare for home health services purportedly provided to the beneficiaries.

6. It was further part of the conspiracy that defendants NORMA DE LA CRUZ, ROMEO DE LA CRUZ and their co-conspirators submitted to Medicare, and caused to be submitted to Medicare, claims for home health services purportedly provided to the beneficiaries referred to TLC by co-conspirators in exchange for kickbacks.

7. It was further part of the conspiracy that defendants NORMA DE LA CRUZ, ROMEO DE LA CRUZ and their co-conspirators caused Medicare to pay TLC at least approximately \$400,000 based upon claims submitted for home health services purportedly provided to Medicare beneficiaries referred to TLC by co-conspirators at Assertive Consultants.

8. It was further part of the conspiracy that defendants NORMA DE LA CRUZ, ROMEO DE LA CRUZ and other 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**

9. In furtherance of and to effect the objects of this conspiracy, the defendants committed and caused to be committed, in the Northern District of Illinois, at least one of the following overt acts, among others:

The kickback transactions charged in Counts Two through Eight 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 EIGHT**

The SPECIAL JANUARY 2015 GRAND JURY further charges:

1. Paragraphs 1(a) through 1(j) of Count One are incorporated here.
2. On or about the dates set forth below, in the Northern District of Illinois, Eastern Division, and elsewhere,

NORMA DE LA CRUZ and  
ROMEO DE LA CRUZ

defendants herein, did knowingly and willfully offer and pay any remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in dollar amounts as set forth below, to co-conspirator A to induce the referral of Medicare beneficiaries to TLC for the furnishing and arranging for the furnishing of services for which payment may be made in whole or in part under a Federal health care program, namely, Medicare:

COUNT	APPROXIMATE DATE	KICKBACK AMOUNT
2	08/15/2012	\$3,000
3	08/31/2012	\$4,200
4	09/14/2012	\$3,600
5	12/13/2013	\$600
6	03/31/2014	\$3,600
7	04/22/2014	\$1,200
8	10/31/2014	\$1,200

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

**FORFEITURE ALLEGATION**

The SPECIAL JANUARY 2015 GRAND JURY further alleges:

1. The allegations in Counts One through Eight of this Indictment are realleged and incorporated here for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 982(a)(7).

2. As a result of their violations of Title 18, United States Code, Sections 371, and Title 42, United States Code, Sections 1320a-7b(b)(2)(A), as alleged in the foregoing Indictment,

NORMA DE LA CRUZ and  
ROMEO DE LA CRUZ,

defendants 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 they may have in any property, real and personal, that constitutes and is derived, directly and indirectly, from gross proceeds traceable to commission of the charged offenses.

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

- 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).

All pursuant to Title 18, United States Code, Section 982(a)(7).

A TRUE BILL:

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FOREPERSON

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UNITED STATES ATTORNEY