UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

18-20534-CR-COOKE/GOODMAN

CASE NO. _____

18 U.S.C. § 1349
18 U.S.C. § 982(a)(7)

UNITED STATES OF AMERICA

vs.

EVELIO RAMIREZ and
ROSSANA P. RAMIREZ,

Defendants.
_____/

INFORMATION

The United States Attorney charges that:

GENERAL ALLEGATIONS

At all times material to this Information:

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 identification number, the services that were performed for the beneficiary, the date 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.

Part A Coverage and Regulations

Reimbursements

6. 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, physical therapy, speech therapy, or a continued need for occupational therapy; 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

7. 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 their patients, as well as records documenting the actual treatment of the 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.

8. Among the written records required to document the appropriateness of home health care claims submitted under Part A of Medicare was a (i) 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.

9. Medicare Part A regulations required provider HHAs to maintain medical records of every visit made by a nurse, therapist, or 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."

10. 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 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.

Medicaid Program

11. The Medicaid Program ("Medicaid") was a jointly funded program between federal and state governments that provided medical assistance and health coverage for categories of individuals whose income and resources were insufficient to meet the costs of medical services.

12. The Florida Medicaid Program was authorized by Chapter 409, Florida State Statutes, and Chapter 59G, Florida Administrative Code. Medicaid was administered by CMS and the State of Florida Agency for Health Care Administration ("AHCA").

13. In Florida, Medicaid contracted with a private company to pay claims. This company was referred to as the Medicaid fiscal agent. The fiscal agent also performed a variety of other functions for Medicaid including enrollment of providers and management of the recipient eligibility system.

14. Medicare and Medicaid were "health care benefit program[s]," as defined by Title 18, United States Code, Section 24(b).

The Defendants and a Related Company

15. F&E Home Health Care, Inc. ("F&E") was a Florida corporation, located at 7175 SW 8th Street, Suite 209, Miami, Florida, that purported to do business in Miami-Dade County as an HHA.

16. Defendant **EVELIO RAMIREZ**, a resident of Miami-Dade County, operated and worked for F&E.

17. Defendant **ROSSANA P. RAMIREZ**, a resident of Miami-Dade County, was the vice president and operator of F&E.

CONSPIRACY TO COMMIT HEALTH CARE FRAUD
(18 U.S.C. § 1349)

From in or around June of 2010, through in or around December of 2015, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

EVELIO RAMIREZ and
ROSSANA P. RAMIREZ,

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate and agree with each other, and with others, known and unknown to the United States Attorney, to violate Title 18, United States Code, Section 1347, that is, to 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), specifically, Medicare and Medicaid, 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 programs, in connection with the delivery of and payment for health care benefits, items, and services.

Purpose of the Conspiracy

18. It was a purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by, among other things: (1) submitting and causing the submission of false and fraudulent claims to Medicare and Medicaid for home health services that were not medically necessary and never provided; (2) concealing the submission of false and fraudulent claims to Medicare and Medicaid for home health services that were not medically necessary and never provided; and (3) using 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 defendants and their co-conspirators sought to accomplish the object and purpose of the conspiracy included, among others, the following:

19. **EVELIO RAMIREZ, ROSSANA P. RAMIREZ**, and their co-conspirators, offered and paid kickbacks to Medicare and Medicaid beneficiaries in exchange for Medicare and Medicaid beneficiaries agreeing to enroll and receive home health services at F&E, regardless of whether the beneficiaries needed the home health services.

20. **EVELIO RAMIREZ** and **ROSSANA P. RAMIREZ** submitted false and fraudulent claims to Medicare and Medicaid for home health services that were not medically necessary and never provided to the recruited beneficiaries.

21. Medicare and Medicaid paid F&E based upon the false and fraudulent claims submitted for home health services that were not medically necessary and were never provided to the recruited beneficiaries.

22. **EVELIO RAMIREZ, ROSSANA P. RAMIREZ**, and their co-conspirators, used the fraud proceeds received from F&E to benefit themselves and others and to further the fraud.

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

FORFEITURE
(18 U.S.C. § 982(a)(7))

1. The allegations contained in this Information 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 defendants, **EVELIO RAMIREZ** and **ROSSANA P. RAMIREZ**, have an interest.

2. Upon conviction of the violation of Title 18, United States Code, Section 1349, alleged in this Information, the defendants so committed 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 violation.

3. The property to be forfeited includes, but is not limited to, the sum of money equal in value to the gross proceeds traceable to the commission of the offenses alleged in this Information, approximately $7,382,929 which the United States will seek as a forfeiture money

judgment as part of the defendants' respective sentences.

4. 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 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 the 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 through Title 18, United States Code, Section 982(b)(1).

for JSLC (Edward N. Stamm)
BENJAMIN G. GREENBERG
UNITED STATES ATTORNEY

MIESHA SHONTA DARROUGH
ASSISTANT UNITED STATES ATTORNEY