

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. **16-20478-CR-WILLIAMS**

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)

MAGISTRATE JUDGE  
SIMONTON

UNITED STATES OF AMERICA

vs.

PAVEL AGUILA,  
LAURA PEREZ, and  
EMILIO ENRIQUEZ,

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. Payments for home health care medical services were typically made directly to a Medicare-certified HHA or provider based on claims submitted to the Medicare program for qualifying services that had been provided to eligible beneficiaries.

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.

**Part A Coverage and Regulations****Reimbursements**

5. 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 ("P.O.C."); and
- (c) the determining physician signed a certification statement specifying that the beneficiary needed intermittent skilled nursing, physical therapy, speech therapy, or had 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 P.O.C.

**Record Keeping Requirements**

6. 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.

7. Among the written records required to document the appropriateness of home health care claims submitted under Part A of Medicare were a: (i) P.O.C. 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 (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.

8. Additionally, Medicare Part A regulations required HHAs to maintain medical records of every visit made by a nurse, therapist, or home health aide to a patient. 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 teaching and the understanding of the patient, and any changes in the patient's physical or emotional condition. The home health aide was 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 "skilled nursing progress notes" and "home health aide notes/observations."

9. 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.

**The Defendants, Related Companies and Individuals**

10. Casper Home Health Care, Inc., ("Casper") was incorporated on or about November 3, 2006, and did business in Miami-Dade County as a medical clinic, purportedly providing medical services to Medicare beneficiaries and other patients.

11. Pablo Castro, a resident of Miami-Dade County, was the vice-president of Casper.

12. Johanna Perdomo, a resident of Miami-Dade County, was the administrator of Casper.

13. Eagle Florida Services, Inc. was incorporated on or about April 21, 2010, and did business in Miami-Dade County.

14. Paola Services, Inc. was incorporated on or about May 8, 2008, and did business in Miami-Dade County.

15. Defendant **PAVEL AGUILA**, a resident of Miami-Dade County, was the president of Eagle Florida Services, Inc.

16. Defendant **LAURA PEREZ**, a resident of Miami-Dade County, was the president of Paola Services, Inc.

17. Defendant **EMILIO ENRIQUEZ** was a resident of Miami-Dade County.

**COUNT 1** *Pay K.L. [Signature]*  
**Conspiracy to Defraud the United States and to Receive Healthcare Kickbacks**  
**(18 U.S.C. § 371)** *Receive K.L. [Signature]*

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From on or about January 12, 2010, and continuing through on or about April 4, 2012, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**PAVEL AGUILA,  
LAURA PEREZ, and  
EMILIO ENRIQUEZ,**

did willfully, that is, with the intent to further the objects of the conspiracy, and knowingly combine, conspire, confederate and agree with each other and with Pablo Castro, Johanna Perdomo, and others known and unknown to the Grand Jury, to commit offenses against the United States, that is:

a. 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, an agency of the United States, 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:

b. 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, including by check, in return 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 by a Federal health care program, that is, Medicare.

### **PURPOSE OF THE CONSPIRACY**

3. It was the purpose of the conspiracy for the defendants and their co-conspirators to unlawfully enrich themselves by: (1) soliciting and receiving kickbacks and bribes in return for referring Medicare beneficiaries to Casper to serve as patients; and (2) submitting and causing the submission of claims to Medicare for home health services Casper purportedly provided to those beneficiaries.

**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:

4. **PAVEL AGUILA, LAURA PEREZ and EMILIO ENRIQUEZ** accepted kickbacks from co-conspirators Pablo Castro and Johanna Perdomo in return for referring Medicare beneficiaries to Casper for home health services.

5. **PAVEL AGUILA, LAURA PEREZ, EMILIO ENRIQUEZ** and their co-conspirators caused Casper to submit claims to Medicare for home health services purportedly provided to the recruited Medicare beneficiaries.

6. **PAVEL AGUILA, LAURA PEREZ, EMILIO ENRIQUEZ** and their co-conspirators caused Medicare to pay Casper based upon the home health services purportedly provided to the recruited Medicare beneficiaries.

**OVERT ACTS**

In furtherance of the conspiracy, and to accomplish its object 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:

1. On or about January 29, 2010, **LAURA PEREZ** negotiated Casper check no. 2216 in the approximate amount of \$1,500 as a kickback payment in exchange for patient referrals to Casper.

2. On or about April 15, 2011, **PAVEL AGUILA** negotiated Casper check no. 4476 in the approximate amount of \$1,468 as a kickback payment in exchange for patient referrals to Casper.

3. On or about August 19, 2011, **PAVEL AGUILA** negotiated Casper check number

4836 in the approximate amount of \$1,540 as a kickback payment in exchange for patient referrals to Casper.

4. On or about December 29, 2011, **PAVEL AGUILA** negotiated Casper check no. 5233 in the approximate amount of \$1,400 as a kickback in exchange for patient referrals to Casper.

5. On or about March 23, 2012, **LAURA PEREZ** negotiated Casper check no. 5469 in the approximate amount of \$3,300 as a kickback in exchange for patient referrals to Casper.

6. On or about April 4, 2012, **EMILIO ENRIQUEZ** negotiated check no. 5481 in the approximate amount of \$3,000 as a kickback in exchange for patient referrals to Casper.

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

**COUNTS 2-4**

**Receipt of Kickbacks in Connection with a Federal Health Care Program  
(42 U.S.C. § 1320a-7b(b)(1)(A))**

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates specified in each count below, in Miami-Dade County, in the Southern District of Florida, the defendants,

**PAVEL AGUILA,  
LAURA PEREZ, and  
EMILIO ENRIQUEZ,**

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 under a Federal health care program, that is, Medicare, as set forth below:

Count	Defendant	Approximate Date	Approximate Kickback Amount
2	<b>PAVEL AGUILA</b>	12/29/2011	\$1,400
3	<b>LAURA PEREZ</b>	3/23/2012	\$3,300
4	<b>EMILIO ENRIQUEZ</b>	4/2/2012	\$3,000

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

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

1. The allegations of this Indictment are re-alleged and incorporated by reference as though fully set forth herein for the purpose of alleging criminal forfeiture to the United States of America of certain property in which defendants, **PAVEL AGUILA**, **LAURA PEREZ**, and **EMILIO ENRIQUEZ**, have an interest.

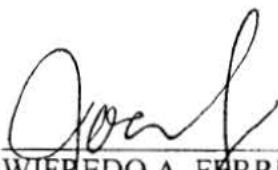
2. Upon conviction of a violation of, or a criminal conspiracy to violate, Title 42, United States Code, Section 1320a-7b, as alleged in this Indictment, the defendant so convicted shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(7), any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of such violation.

3. The property which is subject to criminal forfeiture includes, but is not limited to, the following: approximately \$1,268,000 (US), which is a sum of money equal in value to the property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the violations alleged in this Indictment.

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).

A TRUE BILL

FOREPERS

  
\_\_\_\_\_  
WIFREDO A. FERRER  
UNITED STATES ATTORNEY  
\_\_\_\_\_  
KEVIN J. LARSEN  
ASSISTANT UNITED STATES ATTORNEY