

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA) No.
)
 v.) Violations: Title 18, United States
) Code, Section 371; Title 42, United
GOODWILL HOME HEALTHCARE, INC.,) States Code, Sections
MARILYN MARAVILLA,) 1320a-7b(b)(1)(A) and
JUNJEE L. ARROYO,) 1320a-7b(b)(2)(A)
FERDINAND ECHAVIA,)
JEAN HOLLOWAY, and)
RAKESHKUMAR SHAH)
)

COUNT ONE

The SPECIAL FEBRUARY 2011-2 GRAND JURY charges:

1. At times material to this indictment:

a. Medicare was a Federal health care program that provided free and below-cost health care benefits, including, among other things, medically necessary in-home health care services for persons who were deemed homebound. A patient was homebound and therefore eligible for home health care coverage if, among other conditions, that patient had a condition due to illness or injury that restricted the person's ability to leave his or her place of residence.

b. Under Medicare rules and regulations, Medicare typically approved the provision of home health care to homebound patients in 60-day periods. The 60-day periods were referred to as cycles, and an initial cycle of home health care was known as a Start of Care cycle. A physician was required to approve a patient's plan of care, which was

typically prepared by the home health agency, and to certify that the patient was homebound. Subsequent cycles were referred to as “recertifications” because a patient was required to be recertified by a physician to receive additional 60-day cycles of home health care.

c. Home health agencies generally had two individuals who together were responsible for running the company: the Administrator and the Director of Nursing. Generally, the Administrator was responsible for managing and supervising the financial aspects of the company, including payments, billing, quality assurance, personnel, and book keeping. The Director of Nursing was responsible for managing and supervising the clinical aspects of the company, including nursing care and documentation of patient records.

d. Defendant GOODWILL HOME HEALTHCARE, INC. was a licensed provider of home health care services and was located in Lincolnwood, Illinois. GOODWILL provided home health care services to purportedly homebound clients and through its officers and agents submitted claims to Medicare for reimbursement for home health care services purportedly provided to clients. GOODWILL had both an Administrator and a Director of Nursing, who together were responsible for running the company. As of approximately September 2008, MARAVILLA and her husband owned a controlling interest of GOODWILL's shares. GOODWILL had no more than 6 officers or directors at a given time. As of June 2009, there were only three officers or directors, including MARAVILLA and ARROYO.

e. Defendant MARILYN MARAVILLA was a nurse licensed in Illinois. In approximately August 2008, defendant MARAVILLA began working as a nurse at

GOODWILL, and sometime between approximately August and October 2008, defendant MARAVILLA became an owner of GOODWILL. In around October 2008, defendant MARAVILLA became the Administrator and President of GOODWILL. As President, defendant MARAVILLA was also an officer of GOODWILL.

f. Defendant JUNJEE ARROYO was a nurse licensed in Illinois. Until approximately October 2008, defendant ARROYO was the Administrator of and an owner of GOODWILL. Thereafter, defendant ARROYO was the Secretary and an owner of GOODWILL, and the Director of Nursing of GOODWILL. At all times defendant ARROYO was an officer or director of GOODWILL.

g. Defendant FERDINAND ECHAVIA was a nurse licensed in Illinois. Defendant ECHAVIA provided home health care services to patients through GOODWILL. Defendant ECHAVIA also owned and controlled Care Specialist, Inc., a corporation in Illinois that received payments from GOODWILL.

h. Individual A was an officer and owner of GOODWILL.

i. Defendants JEAN HOLLOWAY and RAKESHKUMAR SHAH, as well as Individual B, Individual C and others, worked as marketers for GOODWILL. Individual C was at times paid by GOODWILL through her company.

j. Individual D, Individual E, Individual F, and others worked as home health care nurses for GOODWILL.

k. Individual G was a certified public accountant licensed in Illinois. Individual G provided bookkeeping and accounting services to GOODWILL, including the

preparation of payroll checks for GOODWILL affiliates and documentation of claims for services to be reimbursed under the Medicare program.

2. Beginning in or about August 2008, and continuing through in or about July 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA,
JUNJEE L. ARROYO,
FERDINAND ECHAVIA,
JEAN HOLLOWAY, and
RAKESHKUMAR SHAH,

defendants herein, together with others known and unknown to the Grand Jury, did conspire:

a. to knowingly and willfully offer and pay remuneration, and cause GOODWILL to offer and pay remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, to nurses, marketers, and others known and unknown to the Grand Jury to induce such persons to refer patients to GOODWILL for the furnishing and arranging for the furnishing of services for which payment may be made in whole and in part under Medicare, in violation of Title 42, United States Code, Section 1320a-7b(b)(2)(A); and

b. to knowingly and willfully solicit and receive remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, from GOODWILL in return for referring patients to GOODWILL for the furnishing and arranging for the furnishing of services for which payment may be made in whole and in part under Medicare, in violation of Title 42, United States Code, Section 1320a-7b(b)(1)(A).

Overview of the Conspiracy

3. It was part of the conspiracy that beginning in or about August 2008 and continuing through in or about July 2010, defendants GOODWILL, MARAVILLA and ARROYO, and Individual A, Individual G, and others, knowingly and willfully agreed to pay and cause GOODWILL to pay kickbacks to nurses (such as defendant Echavia), marketers (such as defendants Holloway and Shah), and other home health care workers who (i) referred patients to GOODWILL; (ii) assisted in recertifying patients as homebound; or (iii) caused patients to begin new Start of Care cycles of home health care with GOODWILL. By offering these payments, defendants MARAVILLA and ARROYO, and Individual A, Individual G, and others, sought to increase the patient census at GOODWILL and to enrich themselves and GOODWILL. Recipients of the kickbacks, including Echavia, Holloway, and Shah, agreed to accept these payments in exchange for patient referrals. From in or about August 2008 through in or about July 2010, GOODWILL obtained the referral of at least approximately 900 cycles of home health care, including new patients and the recertification of existing patients for additional cycles of care, and billed Medicare for the provision of home health care services to those patients. In total, GOODWILL billed Medicare for over \$5,000,000 of home health care services purportedly provided to patients who became or were retained as clients of GOODWILL in connection with the payment of approximately \$400,000 in kickbacks.

Manner and Means of the Conspiracy

4. It was further part of the conspiracy that, beginning no later than in or about August 2008, in order to obtain new patient, retain existing patients, and benefit

GOODWILL, defendants MARAVILLA and ARROYO, and Individual G, and others knowingly and willfully agreed to pay and cause GOODWILL to pay kickbacks to themselves and to nurses, marketers, and other home health care workers for the referral and retention of patients. The amount of the kickback payments varied, but generally ranged from approximately \$400–\$700 for each Start of Care cycle, and approximately \$100–\$300 for each recertification. As defendants MARAVILLA and ARROYO, and Individual G knew, the proposed payments were intended to induce nurses, marketers, and other home health care workers to refer patients to GOODWILL for home health care services to be reimbursed by Medicare.

5. It was further part of the conspiracy that in or around January 2009, defendants MARAVILLA and ARROYO created and circulated to GOODWILL employees and affiliates a memorandum on GOODWILL letterhead that set forth a structure for kickbacks relating to the recertification of patients for home health care. The memorandum provided, in pertinent part, that a “\$100 bonus will be given to the nurse who can recertify a patient for a 3rd episode. A \$200 bonus will be given to the nurse who can re-admit [sic] discharged patient after a month from discharge date.” As defendants MARAVILLA and ARROYO knew, the proposed “bonus” payments were illegal kickbacks that were intended to induce nurses, marketers, and other home health care workers to recertify existing patients so that they would remain GOODWILL clients.

6. It was further part of the conspiracy that defendants MARAVILLA and ARROYO, and Individual G, paid and caused GOODWILL to pay kickbacks to nurses,

marketers, and other home health care workers through GOODWILL payroll checks that falsely and fraudulently identified the referral payments as “bonuses.” These payments were separate from payments that GOODWILL made for the provision of covered home health care services under Medicare, which services, including skilled nursing visits, were separately identified in GOODWILL payroll checks.

7. It was further part of the conspiracy that GOODWILL made certain kickback payments in cash. In order to pay cash kickbacks, defendants MARAVILLA and ARROYO, and Individual G, caused GOODWILL to issue checks drawn on a GOODWILL bank account payable to defendants MARAVILLA and ARROYO. The checks were denominated in GOODWILL records as “loans” to defendants MARAVILLA and ARROYO, but defendants MARAVILLA and ARROYO cashed certain of the checks and used the cash to pay marketers for the referral of home health care patients to GOODWILL.

Kickback Payments to Defendant FERDINAND ECHAVIA

8. It was further part of the conspiracy that in or about August 2009, shortly after defendant ECHAVIA began treating patients on behalf of GOODWILL, defendants MARAVILLA and ARROYO, and Individual G, agreed to cause GOODWILL to pay, and defendant ECHAVIA agreed to receive, kickback payments for the referral and recertification of patients for the provision of home health care services to be reimbursed under Medicare. From approximately August 2009 to approximately July 2010, defendants MARAVILLA and ARROYO, and Individual G, paid kickbacks to defendant ECHAVIA for each patient that ECHAVIA referred to GOODWILL for a Start of Care cycle and

recertified for additional cycles of home health care services. In total, defendants MARAVILLA and ARROYO, and Individual G, paid approximately \$28,000 in kickbacks directly to defendant ECHAVIA, through GOODWILL. In addition, defendants MARAVILLA and ARROYO, and Individual G, paid approximately \$56,000 in kickbacks to Care Specialist, Inc., a company owned and controlled by defendant ECHAVIA.

Kickback Payments to Marketers

9. It was further part of the conspiracy that between approximately August 2008 and July 2010, defendants MARAVILLA and ARROYO, and Individual G, paid and caused GOODWILL to pay kickbacks to marketers. More specifically, defendants MARAVILLA and ARROYO, and Individual G, paid marketers for each patient that the marketers referred to GOODWILL for a Start of Care cycle, and paid additional kickbacks when the patient was recertified for additional cycles of home health care services.

10. In total, defendants MARAVILLA and ARROYO paid and caused GOODWILL to pay approximately \$10,400 in kickbacks to defendant JEAN HOLLOWAY.

11. In total, defendants MARAVILLA and ARROYO, and Individual G, paid and caused GOODWILL to pay approximately \$21,500 in kickbacks to defendant RAKESHKUMAR SHAH.

12. In total, defendants MARAVILLA and ARROYO, and Individual G, paid and caused GOODWILL to pay approximately \$20,000 in kickbacks to Individual B and Individual C.

Kickback Payments to Nurses

13. It was further part of the conspiracy that between approximately August 2008 and July 2010, defendants MARAVILLA and ARROYO, and Individual G, paid and caused GOODWILL to pay kickbacks to Individual D, Individual E, and Individual F, among other nurses. More specifically, GOODWILL paid nurses for each patient that they referred to GOODWILL for a Start of Care cycle, and GOODWILL paid additional kickbacks when the patient was recertified for additional cycles of home health care services. Defendants MARAVILLA and ARROYO, and Individual G, paid and caused GOODWILL to pay Individual D, Individual E, and Individual F: (a) approximately \$55-\$75 for each skilled nursing visit that they performed; and (b) a so-called “bonus payment” tied to the number of patients that each nurse referred to GOODWILL for Start of Care or recertification cycles of home health care. In total, defendants MARAVILLA and ARROYO, and Individual G, caused GOODWILL to pay at least \$22,500 in kickbacks to Individual D, Individual E, and Individual F, as well as other nurses affiliated with GOODWILL.

Payments to Defendant MARILYN MARAVILLA

14. It was further part of the conspiracy that, beginning in or around 2008 and continuing through approximately July 2010, defendants MARAVILLA and ARROYO, and Individual G, caused GOODWILL to pay defendant MARAVILLA, and defendant MARAVILLA received, approximately \$138,000 in kickbacks for the referral of patients for services to GOODWILL. Defendants MARAVILLA and ARROYO, and Individual G, caused GOODWILL to pay MARAVILLA: (a) a salary for her work as Administrator and

nurse; (b) profits related to her ownership interest in GOODWILL; and (c) illegal kickbacks tied to the number of patients that MARAVILLA referred to GOODWILL for Start of Care or recertification cycles of home health care.

Payments to Defendant JUNJEE ARROYO

15. It was further part of the conspiracy that, beginning in or around 2009 and continuing through approximately July 2010, defendants MARAVILLA and ARROYO, and Individual G, caused GOODWILL to pay defendant ARROYO, and defendant ARROYO received, approximately \$44,000 in kickbacks for the referral of patients for services to GOODWILL. Defendants MARAVILLA and ARROYO, and Individual G, caused GOODWILL to pay ARROYO: (a) a salary for his work as Secretary and other duties at GOODWILL; (b) profits related to his ownership interest in GOODWILL; and (c) illegal kickbacks tied to the number of patients that ARROYO or ARROYO's wife referred to GOODWILL for Start of Care or recertification cycles of home health care.

16. It was further part of the conspiracy that, in total, from about August 2008 to about July 2010, defendants MARAVILLA and ARROYO, and Individual G, paid and caused GOODWILL to pay at least approximately \$400,000 in kickbacks to defendants ECHAVIA, HOLLOWAY, SHAH, MARAVILLA, and ARROYO, Individual B, Individual C, Individual D, Individual E, Individual F, and others. In exchange, GOODWILL obtained referrals that resulted in at least approximately 900 cycles of home health care, including new patients and the recertification of existing patients for additional cycles of care, and billed Medicare for the provision of home health care services to those patients.

17. In total, GOODWILL billed Medicare for approximately \$5,000,000 of home health care services purportedly provided to patients who became or were retained as clients of GOODWILL in connection with the payment of approximately \$400,000 in kickbacks.

OVERT ACTS

18. In furtherance of and to effect the objects of this conspiracy, the defendants committed the following overt acts, among others, at Lincolnwood, in the Northern District of Illinois, and elsewhere:

a. In or around January 2009, defendants MARAVILLA and ARROYO created and circulated to GOODWILL employees and affiliates a memorandum on GOODWILL letterhead that set forth a structure for kickbacks disguised as “bonus” payments relating to the recertification of patients for home health care.

b. The following kickback transactions, each of which constitutes an overt act in furtherance of the conspiracy:

Date	Payor	Recipient	Amount
May 23, 2008	ARROYO	Individual B	\$4,400
December 19, 2008	ARROYO	Individual B	\$3,575
April 1, 2009	GOODWILL MARAVILLA	HOLLOWAY	\$2,500
April 22, 2009	GOODWILL MARAVILLA	Individual B	\$1,650
November 17, 2009	GOODWILL	Care Specialist, Inc.	\$2,800
November 27, 2009	GOODWILL MARAVILLA	Care Specialist, Inc.	\$7,000
December 4, 2009	GOODWILL MARAVILLA	Care Specialist, Inc.	\$6,300
December 18, 2009	GOODWILL MARAVILLA	Care Specialist, Inc.	\$5,200
January 1, 2010	GOODWILL MARAVILLA	HOLLOWAY	\$1,600
January 4, 2010	GOODWILL	Care Specialist, Inc.	\$8,000
January 5, 2010	GOODWILL	Individual C	\$800
January 13, 2010	MARAVILLA	SHAH	\$1,660
January 29, 2010	GOODWILL	HOLLOWAY	\$800
February 3, 2010	MARAVILLA	SHAH	\$1,000
April 23, 2010	MARAVILLA	SHAH	\$2,000
May 27, 2010	MARAVILLA	SHAH	\$1,500

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

COUNT TWO

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about May 23, 2008, at Lincolnwood, in the Northern District of Illinois,

Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC., and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$4,400 to Individual B, in the form of Arroyo check no. 1240, to induce Individual B to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT THREE

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about December 19, 2008, at Lincolnwood, in the Northern District of

Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$3,575 to Individual B, in the form of JPMorgan Chase Bank cashier's check no. 9168201944, to induce Individual B to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT FOUR

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about April 1, 2009, at Lincolnwood, in the Northern District of Illinois,

Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$2,500 to defendant JEAN HOLLOWAY, in the form of GOODWILL check no. 1544, to induce HOLLOWAY to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT FIVE

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about April 1, 2009, at Lincolnwood, in the Northern District of Illinois,

Eastern Division, and elsewhere,

JEAN HOLLOWAY,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$2,500, in the form of GOODWILL check no. 1544, in return for defendant HOLLOWAY referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT SIX

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about April 22, 2009, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$1,650 to Individual B, in the form of GOODWILL check no. 1559, to induce Individual B to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT SEVEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about November 17, 2009, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$2,800 to defendant FERDINAND ECHAVIA through Care Specialist Inc., in the form of GOODWILL check no. 2572, to induce defendant ECHAVIA to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT EIGHT

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about November 17, 2009, at Lincolnwood, in the Northern District of

Illinois, Eastern Division, and elsewhere,

FERDINAND ECHAVIA,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$2,800, in the form of GOODWILL check no. 2572, through Care Specialist Inc. in return for defendant ECHAVIA referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT NINE

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about November 27, 2009, at Lincolnwood, in the Northern District of

Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$7,000 to defendant FERDINAND ECHAVIA through Care Specialist Inc., in the form of GOODWILL check no. 1752, to induce defendant ECHAVIA to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about November 27, 2009, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

FERDINAND ECHAVIA,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$7,000, in the form of GOODWILL check no. 1752, through Care Specialist Inc., in return for defendant ECHAVIA referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT ELEVEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about December 4, 2009, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$6,300 to defendant FERDINAND ECHAVIA through Care Specialist Inc., in the form of GOODWILL check no. 2660, to induce defendant ECHAVIA to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWELVE

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about December 4, 2009, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

FERDINAND ECHAVIA,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$6,300, in the form of GOODWILL check no. 2660, through Care Specialist Inc., in return for defendant ECHAVIA referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT THIRTEEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about December 18, 2009, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$5,200 to defendant FERDINAND ECHAVIA, through Care Specialist Inc., in the form of GOODWILL check no. 2719, to induce defendant ECHAVIA to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT FOURTEEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about December 18, 2009, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

FERDINAND ECHAVIA,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$5,200, in the form of GOODWILL check no. 2719, through Care Specialist Inc., in return for defendant ECHAVIA referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT FIFTEEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about January 1, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$1,600 to defendant JEAN HOLLOWAY, in the form of GOODWILL check no. 2759, to induce HOLLOWAY to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT SIXTEEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about January 1, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

JEAN HOLLOWAY,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$1,600, in the form of GOODWILL check no. 2759, in return for defendant HOLLOWAY referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT SEVENTEEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about January 4, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$8,000 to defendant FERDINAND ECHAVIA through Care Specialist Inc., in the form of GOODWILL check no. 2761, to induce defendant ECHAVIA to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT EIGHTEEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about January 4, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

FERDINAND ECHAVIA,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$8,000, in the form of GOODWILL check no. 2761, through Care Specialist Inc. in return for defendant ECHAVIA referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT NINETEEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about January 5, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$800 to Individual C, through her company, in the form of GOODWILL check no. 2760, to induce Individual C to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about January 13, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$1,660 in the form of United States Currency, to defendant RAKESHKUMAR SHAH, to induce SHAH to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY-ONE

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about January 13, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

RAKESHKUMAR SHAH,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$1,660 in the form of United States Currency, in return for defendant SHAH referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY-TWO

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about January 29, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$800 to defendant JEAN HOLLOWAY, in the form of GOODWILL check no. 2898, to induce HOLLOWAY to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY-THREE

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about January 29, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

JEAN HOLLOWAY,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$800, in the form of GOODWILL check no. 2898, in return for defendant HOLLOWAY referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY-FOUR

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about February 3, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$1,000, in the form United States Currency, to defendant RAKESHKUMAR SHAH, to induce SHAH to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY-FIVE

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about February 3, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

RAKESHKUMAR SHAH,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$1,000, in the form of United States Currency, in return for defendant SHAH referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY-SIX

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about April 23, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$2,000, in the form United States Currency, to defendant RAKESHKUMAR SHAH, to induce SHAH to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY-SEVEN

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about April 23, 2010, at Lincolnwood, in the Northern District of Illinois, Eastern Division, and elsewhere,

RAKESHKUMAR SHAH,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$2,000, in the form of United States Currency, in return for defendant SHAH referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY-EIGHT

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about May 27, 2010, at Lincolnwood, in the Northern District of Illinois,

Eastern Division, and elsewhere,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA, and
JUNJEE L. ARROYO,

defendants herein, knowingly and willfully offered and paid, directly and indirectly, overtly and covertly, remuneration in the amount of approximately \$1,500, in the form of United States Currency, to defendant RAKESHKUMAR SHAH, to induce SHAH to refer a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

COUNT TWENTY-NINE

The SPECIAL FEBRUARY 2011-2 GRAND JURY further charges:

1. Paragraph 1 of Count One of this Indictment is realleged here.
2. On or about May 27, 2010, at Lincolnwood, in the Northern District of Illinois,

Eastern Division, and elsewhere,

RAKESHKUMAR SHAH,

defendant herein, knowingly and willfully solicited and received, directly and indirectly, overtly and covertly, remuneration from GOODWILL in the amount of approximately \$1,500, in the form of United States Currency, in return for defendant SHAH referring a patient to GOODWILL for the furnishing and arranging for the furnishing of a service for which payment may be made in whole and in part under a Federal health care program, namely Medicare;

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

FORFEITURE ALLEGATION

The SPECIAL FEBRUARY 2011-2 GRAND JURY further alleges:

1. The grand jury realleges and incorporates here the allegations of Counts One through Twenty-Nine of this indictment concerning violations of Title 42, United States Code, Sections 1320a-7b(b)(1)(A) and 1320a-7b(b)(2)(A), and Title 18, United States Code, Section 371, 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 42, United States Code, Sections 1320a-7b(b)(1)(A) and 1320a-7b(b)(2)(A), and Title 18, United States Code, Section 371 as alleged in the indictment,

GOODWILL HOME HEALTHCARE, INC.,
MARILYN MARAVILLA,
JUNJEE ARROYO,
FERDINAND ECHAVIA,
JEAN HOLLOWAY, and
RAKESHKUMAR SHAH,

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 the commission of the offense, which property is subject to forfeiture pursuant to Title 18, United States Code, Section 982(a)(7).

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).

A TRUE BILL:

FOREPERSON

ACTING UNITED STATES ATTORNEY