

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

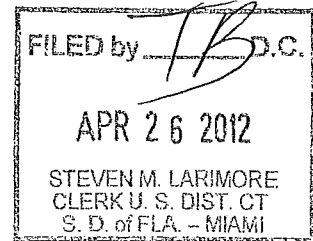
Case No. 12-20265-CR-DMM(s)

18 U.S.C. § 371

42 U.S.C. § 1320a-7b(b)(2)(A)

42 U.S.C. § 1320a-7b(b)(1)(A)

18 U.S.C. § 982



UNITED STATES OF AMERICA

vs.

PABLO ORAMA,  
VIVIAN AUGUSTINE,  
a/k/a "Vivian Salazar,"  
ARIANE MARCHIORO AMORIM,  
JOSE ORELVIS ORTEGA,  
MARLEN DIOSDADA GARCIA,  
IVON PEREZ,  
MARIANELA TERRERO,  
JOSE ABREU-GONZALEZ,  
ELBA M. CAICEDO,  
CARLOS A. HERRERA,  
MARISELA SHERWOOD,  
NANCY DIAZ,  
DAYMI FUENTES GIL,  
OLGA MARTINEZ RODRIGUEZ,  
YURIA PEREZ RIVERO, and  
JOEL LOYOLA,

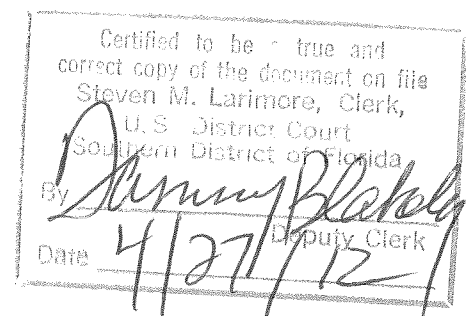
Defendants.

SUPERSEDING INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At all times material to this Superseding 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.

5. Home health care agencies, pharmacies, physicians, and other health care providers that provided services to Medicare beneficiaries were able to apply for and obtain a Medicare Identification Number or “provider number.” In the application, the provider acknowledged that to be able to participate in the Medicare program, the provider must comply with all Medicare related laws and regulations. A provider who was issued a Medicare Identification Number was able to file claims with Medicare to obtain reimbursement for services provided to beneficiaries. The Medicare Identification Number uniquely identified the provider on billing forms submitted to Medicare.

### **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 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 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.

**The Defendants and the Company**

7. Superstar Home Health Care, Inc. (“Superstar”) was incorporated on or about April 18, 2006, and did business in Miami-Dade County, providing home health services to Medicare beneficiaries. Superstar applied for and received Medicare Identification Number 10-9473.

8. On or about April 24, 2009, defendant **VIVIAN AUGUSTINE, a/k/a “Vivian Salazar,”** became the vice-president, director, and registered agent, of Superstar. On or about December 7, 2009, **AUGUSTINE**, under the name “Vivian Salazar,” became president and director of Superstar.

9. Defendant **PABLO ORAMA** had an ownership interest in Superstar.

10. Defendant **ARIANE MARCHIORO AMORIM** was employed by Superstar as a receptionist.

11. Individual 1 was employed by Superstar from on or about August 11, 2010, until on or about January 30, 2012.

---

12. Defendants **JOSE ABREU-GONZALEZ, DAYMI FUENTES GIL, OLGA MARTINEZ RODRIGUEZ, YURIA PEREZ RIVERO,** and **JOEL LOYOLA** were residents of Miami-Dade County and were eligible to receive Medicare benefits due to their age or purported

disability.

13. Defendants **JOSE ORELVIS ORTEGA, MARLEN DIOSDADA GARCIA, IVON PEREZ, MARIANELA TERRERO, ELBA M. CAICEDO, MARISELA SHERWOOD,** and **NANCY DIAZ** were residents of Miami-Dade County.

14. Defendant **CARLOS A. HERRERA**, was a resident of Broward County.

**COUNT 1**  
**Conspiracy to Pay and Receive Health Care Kickbacks**  
**(18 U.S.C. § 371)**

1. Paragraphs 1 through 14 of the General Allegations section of this Superseding Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. Beginning on or about August 20, 2010, and continuing through on or about April 3, 2012, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**PABLO ORAMA,**  
**VIVIAN AUGUSTINE,**  
**a/k/a "Vivian Salazar,"**  
**ARIANE MARCHIORO AMORIM,**  
**JOSE ORELVIS ORTEGA,**  
**MARLEN DIOSDADA GARCIA,**  
**IVON PEREZ,**  
**MARIANELA TERRERO GONZALEZ,**  
**JOSE ABREU-GONZALEZ,**  
**ELBA M. CAICEDO,**  
**CARLOS A. HERRERA,**  
**MARISELA SHERWOOD,**  
**NANCY DIAZ,**  
**DAYMI FUENTES GIL,**  
**OLGA MARTINEZ RODRIGUEZ,**  
**YURIA PEREZ RIVERO, and**  
**JOEL LOYOLA,**

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 others known and unknown to the Grand Jury,

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 for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part by a Federal health care program, that is, Medicare; and

b. to violate Title 42, United States Code, Section 1320a-7b(b)(2)(A), by knowingly and willfully offering and paying any remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, to a person to induce such person to refer an individual to a person for the furnishing and arranging for the furnishing of an 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) paying and receiving kickbacks and bribes for referring Medicare beneficiaries to Superstar to serve as patients; and (2) using the Medicare beneficiary information to submit claims to Medicare for home health services.

#### **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 others, the following:

1. **PABLO ORAMA, VIVIAN AUGUSTINE, ARIANE MARCHIORO AMORIM,**

and others offered and paid kickbacks and bribes to co-conspirator patient recruiters and beneficiaries in return for referring Medicare beneficiaries to Superstar to serve as patients.

2. **PABLO ORAMA, VIVIAN AUGUSTINE, and ARIANE MARCHIORO AMORIM** gave Individual 1 cash to pay kickbacks and bribes to Medicare beneficiaries for agreeing to serve as patients of Superstar.

3. **JOSE ORELVIS ORTEGA, MARLEN DIOSDADA GARCIA, IVON PEREZ, MARIANELA TERRERO GONZALEZ, JOSE ABREU-GONZALEZ, ELBA M. CAICEDO, CARLOS A. HERRERA, MARISELA SHERWOOD, and NANCY DIAZ** solicited and accepted kickbacks and bribes for referring Medicare beneficiaries to Superstar to serve as patients.

4. **JOSE ABREU-GONZALEZ, DAYMI FUENTES GIL, OLGA MARTINEZ RODRIGUEZ, YURIA PEREZ RIVERO, and JOEL LOYOLA,** solicited and accepted kickbacks and bribes for agreeing to serve as patients of Superstar.

5. Individual 1 and other co-conspirators obtained home health services prescriptions and P.O.C.s from physicians for Medicare beneficiaries

6. **PABLO ORAMA and VIVIAN AUGUSTINE** used the Medicare beneficiary information of the recruited patients to cause Superstar to submit claims to Medicare for home health services.

7. **PABLO ORAMA and VIVIAN AUGUSTINE** caused Medicare to pay Superstar based upon the claims submitted for home health services using the Medicare beneficiaries' information.

#### Overt Acts

In furtherance of the conspiracy, and to accomplish its objects and purpose, at least one of

the co-conspirators 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 March 4, 2011, **DAYMI FUENTES GIL** received approximately \$900 in cash as a kickback for agreeing to serve as a patient of Superstar.
2. On or about March 4, 2011, **OLGA MARTINEZ RODRIGUEZ** received approximately \$900 in cash as a kickback for agreeing to serve as a patient of Superstar.
3. On or about May 19, 2011, **JOSE ABREU-GONZALEZ** received approximately \$1,000 in cash as a kickback for agreeing to serve as a patient of Superstar.
4. On or about November 2, 2011, **VIVIAN AUGUSTINE** gave Individual 1 approximately \$7,900 in cash to pay kickbacks to Medicare beneficiaries, including **DAYMI FUENTES GIL** and **OLGA MARTINEZ RODRIGUEZ**, for agreeing to serve as patients of Superstar.
5. On or about November 3, 2011, **JOSE ORELVIS ORTEGA** received approximately \$1,600 in cash as a kickback for referring Medicare beneficiaries to serve as patients of Superstar.
6. On or about November 3, 2011, **VIVIAN AUGUSTINE** gave Individual 1 approximately \$1,600 in cash to pay kickbacks to Medicare beneficiaries for agreeing to serve as patients of Superstar.
7. On or about November 4, 2011, **DAYMI FUENTES GIL** received approximately \$1,000 in cash as a kickback for agreeing to serve as a patient of Superstar.
8. On or about November 4, 2011, **OLGA MARTINEZ RODRIGUEZ** received approximately \$1,000 in cash as a kickback for agreeing to serve as a patient of Superstar.



9. On or about November 9, 2011, **VIVIAN AUGUSTINE** and **ARIANE MARCHIORO AMORIM** gave Individual 1 approximately \$1,700 in cash to pay kickbacks to Medicare beneficiaries for agreeing to serve as patients of Superstar.

10. On or about November 16, 2011, **ARIANE MARCHIORO AMORIM** discussed with Individual 1 the names of Medicare beneficiaries to be paid kickbacks and the amount of the kickbacks to be paid to each.

11. On or about November 22, 2011, **PABLO ORAMA** gave Individual 1 approximately \$4,400 in cash to pay kickbacks to Medicare beneficiaries for agreeing to serve as patients of Superstar.

12. On or about November 22, 2011, **MARISELA SHERWOOD** received approximately \$600 in cash as a kickback for referring a Medicare beneficiary to Superstar to serve as a patient.

13. On or about November 29, 2011, **MARLEN DIOSDADA GARCIA** gave Individual 1 prescriptions for Medicare beneficiaries H.R. and O.B. to receive home health services.

14. On or about November 30, 2011, **PABLO ORAMA** gave Individual 1 approximately \$9,600 in cash to pay kickbacks to Medicare beneficiaries, including **YURIA PEREZ RIVERO** and **JOEL LOYOLA**, for agreeing to serve as patients of Superstar.

15. On or about November 30, 2011, **YURIA PEREZ RIVERO** received approximately \$1,000 in cash as a kickback for agreeing to serve as a patient of Superstar.

16. On or about November 30, 2011, **JOSE ABREU-GONZALEZ** received approximately \$1,500 in cash as a kickback for referring a Medicare beneficiary to Superstar to serve as a patient.

17. On or about December 1, 2011, **CARLOS A. HERRERA** gave Individual 1 a home health care prescription for Medicare beneficiary F.G.

18. On or about December 1, 2011, **JOEL LOYOLA** received approximately \$1,200 in cash as a kickback for agreeing to serve as a patient of Superstar.

19. On or about December 13, 2011, **IVON PEREZ** asked Individual 1 the date when Medicare beneficiary J.L. would be eligible to receive home health services.

20. On or about December 13, 2011, **NANCY DIAZ** provided Individual 1 the address of a Medicare beneficiary.

21. On or about December 16, 2011, **VIVIAN AUGUSTINE** gave Individual 1 approximately \$7,800 in cash to pay kickbacks to Medicare beneficiaries for agreeing to serve as patients of Superstar.

22. On or about December 16, 2011, **MARIANELA TERRERO** received approximately \$1,200 in cash as a kickback for referring a Medicare beneficiary to serve as a patient of Superstar.

23. On or about December 16, 2011, **CARLOS A. HERRERA** received approximately \$3,000 in cash as a kickback for referring Medicare beneficiaries to serve as patients of Superstar.

24. On or about December 22, 2011, **IVON PEREZ** received approximately \$2,600 in cash as a kickback for referring Medicare beneficiaries to serve as patients of Superstar.

25. On or about January 6, 2012, **VIVIAN AUGUSTINE** gave Individual 1 approximately \$2,400 in cash to pay kickbacks to Medicare beneficiaries for agreeing to serve as patients of Superstar.

26. On or about January 6, 2012, **NANCY DIAZ** received approximately \$1,600 in cash as a kickback for referring a Medicare beneficiary to serve as a patient of Superstar.

27. On or about January 18, 2012, **ELBA M. CAICEDO** gave Individual 1 the name of a Medicare beneficiary that had been referred to Superstar for home health services.

28. On or about January 18, 2012, **ELBA M. CAICEDO** received approximately \$300 in cash as a kickback for referring a Medicare beneficiary to serve as a patient of Superstar.

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

**COUNTS 2-16**

**Payment of Kickbacks in Connection with a Federal Health Care Program  
(42 U.S.C. § 1320a-7b(b)(2)(A))**

1. Paragraphs 1 through 14 of the General Allegations section of this Superseding Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. On or about the dates enumerated below as to each count, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants as specified below, did knowingly and willfully offer and pay any remuneration, that is, kickbacks and bribes, in cash and in kind, that is, in the form of cash, directly and indirectly, overtly and covertly, to a person, to induce such person to refer an individual for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part by a Federal health care program, that is, Medicare, as set forth below:

<b>Count</b>	<b>Defendant(s)</b>	<b>Approximate Date</b>	<b>Approximate Kickback Amount</b>	<b>Person Paid</b>
2	<b>VIVIAN AUGUSTINE</b>	11/03/2011	\$1,600	J.O.O.
3	<b>VIVIAN AUGUSTINE</b>	11/03/2011	\$3,000	M.D.G.
4	<b>VIVIAN AUGUSTINE</b>	11/04/2011	\$1,200	M.R.

Count	Defendant(s)	Approximate Date	Approximate Kickback Amount	Person Paid
5	PABLO ORAMA, VIVIAN AUGUSTINE, and ARIANE MARCHIORO AMORIM	11/09/2011	\$1,600	J.C.H.
6	PABLO ORAMA	11/22/2011	\$3,000	J.C.H.
7	PABLO ORAMA	11/30/2011	\$1,000	Y.P.R.
8	PABLO ORAMA	11/30/2011	\$1,500	J.A.
9	PABLO ORAMA	12/01/2011	\$1,200	J.L.
10	VIVIAN AUGUSTINE	12/16/2011	\$1,000	O.A.
11	VIVIAN AUGUSTINE	12/19/2011	\$3,000	C.A.H.
12	VIVIAN AUGUSTINE	12/22/2011	\$2,600	I.P.
13	VIVIAN AUGUSTINE	01/06/2012	\$1,600	N.D.
14	VIVIAN AUGUSTINE	01/06/2012	\$1,500	J.C.H.
15	VIVIAN AUGUSTINE	01/13/2012	\$1,300	I.P.
16	VIVIAN AUGUSTINE	01/19/2012	\$1,000	E.C.

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

**COUNTS 17- 33**

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

1. Paragraphs 1 through 14 of the General Allegations section of this Superseding Indictment are re-alleged and incorporated by reference as though fully set forth herein.

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

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

<b>Count</b>	<b>Defendant(s)</b>	<b>Approximate Date</b>	<b>Approximate Kickback Amount</b>
17	DAYMI FUENTES GIL	03/04/2011	\$900
18	OLGA MARTINEZ RODRIGUEZ	03/04/2011	\$900
19	JOSE ABREU-GONZALEZ	05/19/2011	\$1,000
20	JOSE ORELVIS ORTEGA	11/03/2011	\$1,600
21	MARLEN DIOSDADA GARCIA	11/03/2011	\$3,000
22	DAYMI FUENTES GIL	11/04/2011	\$1,000
23	OLGA MARTINEZ RODRIGUEZ	11/04/2011	\$1,000
24	MARISELA SHERWOOD	11/22/2011	\$600
25	YURIA PEREZ-RIVERO	11/30/2011	\$1,000
26	JOSE ABREU-GONZALEZ	11/30/2011	\$1,500
27	JOEL LOYOLA	12/01/2011	\$1,200
28	MARIANELA TERRERO	12/16/2011	\$1,200
29	CARLOS A. HERRERA	12/19/2011	\$3,000
30	IVON PEREZ	12/22/2011	\$2,600
31	NANCY DIAZ	01/06/2012	\$1,600
32	IVON PEREZ	01/13/2012	\$1,300
33	ELBA CAICEDO	01/19/2012	\$300

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

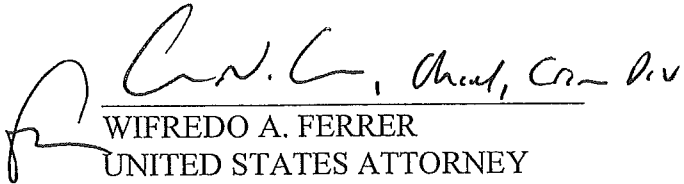
**FORFEITURE**  
**(18 U.S.C. § 982 (a)(7))**

1. The allegations contained in this Superseding 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 defendants, **PABLO ORAMA, VIVIAN AUGUSTINE, a/k/a "VIVIAN SALAZAR," ARIANE MARCHIORO AMORIM, JOSE ORELVIS ORTEGA, MARLEN DIOSDADA GARCIA, IVON PEREZ, MARIANELA TERRERO GONZALEZ, JOSE ABREU-GONZALEZ, ELBA M. CAICEDO, CARLOS A. HERRERA, MARISELA SHERWOOD, NANCY DIAZ, DAYMI FUENTES GIL, OLGA MARTINEZ RODRIGUEZ, YURIA PEREZ RIVERO, and JOEL LOYOLA** have an interest.

2. Upon conviction of any violation of Title 18, United States Code, Section 371, or Title 42, United States Code, Section 1320a-7(b), as alleged in Counts 1 through 33 of this Indictment, the defendants, **PABLO ORAMA, VIVIAN AUGUSTINE, a/k/a "VIVIAN SALAZAR," ARIANE MARCHIORO AMORIM, JOSE ORELVIS ORTEGA, MARLEN DIOSDADA GARCIA, IVON PEREZ, MARIANELA TERRERO GONZALEZ, JOSE ABREU-GONZALEZ, ELBA M. CAICEDO, CARLOS A. HERRERA, MARISELA SHERWOOD, NANCY DIAZ, DAYMI FUENTES GIL, OLGA MARTINEZ RODRIGUEZ, YURIA PEREZ RIVERO, and JOEL LOYOLA** shall forfeit to the United States, any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense, pursuant to Title 18, United States Code, Sections 982 (a)(7).

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, made applicable by Title 18, United States Code, Section 982(b).

A TRUE BILL.

  
WIFREDO A. FERRER  
UNITED STATES ATTORNEY

  
ERIC E. MORALES  
ASSISTANT U.S. ATTORNEY