

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No.

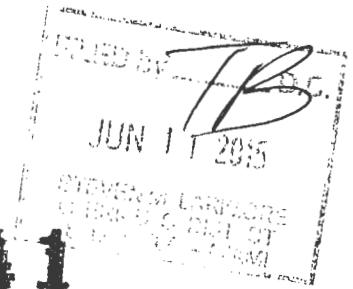
15-20441

18 U.S.C. § 1347

18 U.S.C. § 2

18 U.S.C. § 982

CR-ZLOCH



UNITED STATES OF AMERICA

vs.

LAURA LEDESMA,

Defendant.

_____ /

/HUNT

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 (“CMS”), oversaw and administered Medicare. Individuals who received benefits under Medicare were commonly referred to as Medicare “beneficiaries.”

2. Medicare programs covering different types of benefits were separated into different program “parts.” Part D of Medicare subsidized the costs of prescription drugs for Medicare beneficiaries in the United States. It was enacted a part of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 and went into effect on January 1, 2006.

3. In order to receive Part D benefits, a beneficiary enrolled in a Medicare drug plan. Medicare drug plans were operated by private companies approved by Medicare. Those companies were often referred to as drug plan “sponsors.” A beneficiary in a Medicare drug plan could fill a prescription at a pharmacy and use his or her plan to pay for some or all of the prescription.

4. A pharmacy could participate in Part D by entering a retail network agreement with one or more Pharmacy Benefit Managers (“PBMs”). Each PBM acted on behalf of one or more Medicare drug plans. Through a plan’s PBM, a pharmacy could join the plan’s network. When a Part D beneficiary presented a prescription to a pharmacy, the pharmacy submitted a claim to the PBM that represented the beneficiary’s Medicare drug plan. The PBM determined whether the pharmacy was entitled to payment for each claim and periodically paid the pharmacy for outstanding claims. The drug plan’s sponsor reimbursed the PBM for its payments to the pharmacy.

5. A pharmacy could also submit claims to a Medicare drug plan to whose network the pharmacy did not belong. Submission of such out-of-network claims was not common and often resulted in smaller payments to the pharmacy by the drug plan sponsor.

6. Medicare, through CMS, compensated the Medicare drug plan sponsors. Medicare paid the sponsors a monthly fee for each Medicare beneficiary of the sponsors’ plans. Such payments were called capitation fees. The capitation fees were adjusted periodically based on various factors, including the beneficiary’s medical condition. In addition, in some cases where a sponsor’s expenses for a beneficiary’s prescription drugs exceeded that beneficiary’s capitation fee, Medicare reimbursed the sponsor for a portion of those additional expenses.

7. Medicare, Medicare drug plan sponsors, and PBMs were “health care benefit

program[s],” as defined by Title 18, United States Code, Section 24(b).

Medicare Drug Plan Sponsors

8. Coventry Summit Health Plan, Inc. (“Coventry”); Medco Containment Life Insurance Company (“Medco”); Medco Containment Life Insurance Company of NY (“Medco NY”); United Healthcare Insurance Co. (“United”); United Healthcare, NY (“United NY”); United American Insurance Company (“United American”); and Wellcare Prescription Insurance, Inc. (“Wellcare”) were Medicare drug plan sponsors.

The Defendant, and Related Entities

9. EDI Pharmacy & Discount, Inc. (“EDI”) was a Florida corporation, incorporated on or about October 12, 2012, that did business in Miami-Dade County, purportedly providing prescription drugs to Medicare beneficiaries. EDI’s principal place of business was 557 East 9th Street, Hialeah, Florida.

10. **LAURA LEDESMA**, a resident of Miami-Dade County, was an owner of EDI and became the President, Director, and Registered Agent of EDI on or about July 31, 2013.

COUNTS 1-6
Health Care Fraud
(18 U.S.C. § 1347)

1. Paragraphs 1 through 10 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around July 2013, and continuing through in or around June 2014, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

LAURA LEDESMA,

in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt 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), that is, Medicare, Coventry, Medco, Medco NY, United, United NY, United American, and Wellcare, 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, these health care benefit programs.

Purpose of the Scheme and Artifice

3. It was a purpose of the scheme and artifice for the defendant and her accomplices to unlawfully enrich themselves by, among other things: (a) submitting and causing the submission of false and fraudulent prescription drug claims to health care benefit programs; (b) concealing the submission of false and fraudulent prescription drug claims to healthcare benefit programs, and the receipt and transfer of proceeds; and (c) diverting fraud proceeds for the personal use and benefit of themselves and others, and to further the fraud.

The Manner and Means of the Scheme and Artifice

The manner and means by which the defendant sought to accomplish the objects and purpose of the scheme included, among other things, the following

4. **LAURA LEDESMA** submitted and caused the submission of claims that falsely and fraudulently represented that various health care benefits, primarily prescription drugs, were medically necessary, and provided by EDI to Medicare beneficiaries, when, in fact, they were not provided and were not medically necessary.

5. As a result of such false and fraudulent prescription drug claims, Medicare and Medicare drug plan sponsors, including Coventry, Medco, Medco NY, United, United NY, United American, and Wellcare, through their PBMs, made overpayments funded by Medicare to EDI, in the approximate amount of \$3.3 million.

6. **LAURA LEDESMA** used the proceeds from the false and fraudulent Medicare Part D claims for her own use and the use of others, and to further the fraud.

Acts in Execution or Attempted Execution of the Scheme and Artifice

7. On or about the dates set forth as to each count below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant, **LAURA LEDESMA**, in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, the above-described scheme and artifice to defraud health care benefit programs affecting commerce, as defined by Title 18, United States Code, Section 24(b), that is, Medicare, Coventry, Medco, Medco NY, United, United NY, United American, and Wellcare, 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 that the defendant submitted and caused the submission of false and fraudulent claims seeking the identified dollar amounts, and representing that EDI provided pharmaceutical items and services to Medicare beneficiaries pursuant to physicians' orders and prescriptions, as set forth below:

COUNT	BENEFICIARY	APPROX. DATE OF CLAIM	MEDICARE CLAIM NO.	DRUG & APPROX. AMT. PAID	MEDICARE DRUG PLAN SPONSOR
1	B.C.	11/17/2013	132424285659029998	Abilify Tab 30mg; \$971	United and United NY
2	E.A.	11/28/2013	39939640676843234039 93964067684323404071	Seroquel XR Tab 400mg; \$1206	Medco
3	R.C.	12/18/2013	133102869661043999	Abilify Tab 20mg; \$971	United and United NY
4	P.B.	02/05/2014	67522591620949244031 28384411911871404071	Abilify Tab 20mg; \$976	Medco
5	J.D.	04/06/2014	36643444570476254049 19643089092032406487	Abilify Tab 30mg; \$957	Medco and Medco NY
6	A.B.	04/20/2014	89575479924986654089 57547992498665404377	Abilify Tab 15mg; \$812	Coventry

In violation of Title 18, United States Code, Sections 1347 and 2.

FORFEITURE
(18 U.S.C. § 982 (a)(7))


1. The allegations contained in this Indictment are re-alleged 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 the defendant **LAURA LEDESMA** has an interest.

2. Upon conviction of any violation of Title 18, United States Code, Sections 1347, as alleged in this Indictment, the defendant so convicted 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, Section 982(a)(7).

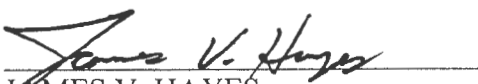
All pursuant to Title 18, United States Code, Section 982(a)(7), and the procedures set forth in Title 21, United States Code, Section 853, made applicable by Title 18, United States Code, Section 982(b).

A TRUE BILL

FOREPERSON



WIFREDO A. FERRER
UNITED STATES ATTORNEY



JAMES V. HAYES
ASSISTANT U.S. ATTORNEY