

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

FILED by *TLB* D.C.
APR 25 2012
STEVEN M. LARIMORE
CLERK U. S. DIST. CT
S.D. of FLA. - MIAMI

CASE NO. 12-20282

18 U.S.C. § 1347
42 U.S.C. § 1320a-7b(2)(A) **CR-ZLOCH**
18 U.S.C. § 2
18 U.S.C. § 982

UNITED STATES OF AMERICA

/ROSENBAUM

vs.

ALINA DE ARMAS,

Defendant.

_____ /

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 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, 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 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 as 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 Medicare 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. 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 Medicare drug plan sponsor reimbursed the PBM for its payments to the pharmacy.

5. A pharmacy could also submit claims to a Medicare drug plan sponsor 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 fee was adjusted periodically based on various factors, including the beneficiary’s medical conditions. 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 and the Medicare drug plan sponsors were “health care benefit program[s],” as defined by Title 18, United States Code, Section 24(b).

Medicare Drug Plan Sponsors

8. The Pennsylvania Life Insurance Company (“Penn”), Humana Insurance Company (“Humana”), United Healthcare Insurance Company (“United”) and Accendo Insurance Company (“Accendo”) were Medicare drug plan sponsors.

Ultratech Medical Supplies, d/b/a Guines Pharmacy

9. Ultratech Medical Supplies was a Florida corporation, incorporated on or about January 24, 1991, that did business in Miami-Dade County purportedly providing prescription drugs to Medicare beneficiaries. After on or about July 13, 1998, Ultratech did business as Guines Pharmacy (“Guines”).

The Defendant

10. **ALINA DE ARMAS** was a resident of Miami-Dade County and the president and registered agent of Guines.

COUNTS 1-5
Health Care Fraud
(18 U.S.C. § 1347)

1. Paragraphs 1 through 10 of the General Allegations section of this Information are realleged and incorporated by reference as though fully set forth herein.

2. From on or about August 16, 2007, and continuing through on or about September 29, 2011, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ALINA DE ARMAS,

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 health care benefit programs affecting commerce, as defined by Title 18, United States Code, Section 24(b), that is, Medicare, Penn, Humana, United, and Accendo, 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.

Purpose of the Scheme and Artifice

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

The Scheme and Artifice

The manner and means by which **ALINA DE ARMAS** sought to accomplish the purpose of the scheme and artifice to defraud included, among others, the following:

4. On or about January 16, 2008, **ALINA DE ARMAS** signed a provider agreement with CVS Caremark Coproration, a PBM, in connection with Guines's operations.

5. **ALINA DE ARMAS** submitted and caused Guines to submit claims that falsely and fraudulently represented that various health care benefits, primarily prescription drugs, were medically necessary, prescribed by a doctor, and had been provided to Medicare beneficiaries.

6. As a result of such false and fraudulent claims, Medicare prescription drug plan sponsors, including Penn, United, Humana, and Accendo, through their PBMs, made payments to Guines in the amount of approximately \$3,614,956, which money had been funded by Medicare.

7. **ALINA DE ARMAS** used the proceeds from the fraudulent claims for her own personal use and benefit and to further the fraud.

Acts in Execution or Attempted Execution of the Scheme and Artifice

8. On or about the dates set forth as to each count below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, **ALINA DE ARMAS**, 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 and Medicare prescription drug plan sponsors, 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 Guines provided pharmaceutical items and services to Medicare beneficiaries pursuant to physicians' orders and prescriptions:

Count	Medicare Beneficiary	Approx. Date of Submission of Claim	Medicare Claim Number	Medicare Drug Plan Sponsor	Item Claimed; Approx. Amount Claimed
1	J.A.C.	03/14/2011	09030751499328262009	Penn	Abilify tablets, 30-day supply; \$730.34
2	E.S.D.	03/14/2011	114730848301	Humana	Abilify tablets, 30-day supply; \$704.09
3	C.J.A.	03/14/2011	110733278957048998	United	Seroquel tablets, 30-day supply; \$619.04
4	N.P.	03/14/2011	30000789457285	Accendo	Seroquel tablets, 30-day supply; \$797.28
5	B.L.R.	03/14/2011	30000841870171	Accendo	Seroquel tablets, 30-day supply; \$608.36

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

COUNTS 6-10

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

1. Paragraphs 1 through 10 of the General Allegations section of this Information 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,

ALINA DE ARMAS,

did knowingly and willfully offer and pay any remuneration, that is, 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 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, that is, Medicare, as set forth below:

Count	Approximate Date	Approximate Kickback Amount
6	05/07/2010	\$256
7	08/09/2010	\$988
8	02/18/2011	\$470
9	03/11/2011	\$540
10	03/22/2011	\$1,710

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

FORFEITURE
(18 U.S.C. § 982)

1. The allegations contained in this Information 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 the defendant, **ALINA DE ARMAS**, has an interest.

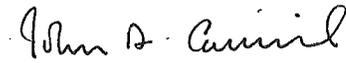
2. Upon conviction of any violation of Title 18, United States Code, Section 1347 or Title 42, United States Code, Section 1320a-7(b), as alleged in Counts 1 through 10 of the Information, the defendant shall forfeit all of her right, title and interest to the United States of any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of such violation, pursuant to Title 18, United States Code, Section 982(a)(7).

3. The property subject to forfeiture includes, but is not limited to, the sum of \$3,614,956 in United States currency, which is a sum of money equal in value to the gross proceeds traceable to the commission of the violation alleged in this Information, which the United States will seek as a forfeiture money judgment as part of the defendant's sentence.

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).



WIFREDO A. FERRER
UNITED STATES ATTORNEY



JOHN D. COURIEL
ASSISTANT UNITED STATES ATTORNEY