

FILED

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

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CLERK, US DISTRICT COURT  
MIDDLE DISTRICT OF FL  
JACKSONVILLE FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 3:23-cr- **99-BJD-MCR**  
18 U.S.C. § 371

JOELSON VIVEROS

**INFORMATION**

The United States Attorney charges:

**COUNT ONE**

**(Conspiracy to Defraud the United States and  
Pay and Receive Health Care Kickbacks)**

**A. Introduction**

At times material to this Information:

1. JOELSON VIVEROS, covertly and overtly, controlled, owned, managed, and held a financial interest in South Bend Specialty Pharmacy ("SBSP"), located in South Bend, Indiana. VIVEROS also controlled, owned, and managed JPR International, LLC ("JPR") and Quiver Service Provider ("Quiver"), both of which were Florida companies that provided telemarketing services to SBSP and other pharmacies owned and operated by his co-conspirators, including Cure Pharmacy, located in Jacksonville,

Florida, in the Middle District of Florida. Collectively, these pharmacies are hereinafter referred to as the “PHARMACIES.”

2. The Medicare Program (“Medicare”) was a federally funded health insurance 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 Medicare benefits were called “beneficiaries.”

3. Medicare was a “health care benefit program” as defined by 18 U.S.C. § 24(b), and a “Federal health care program” as defined by 42 U.S.C. § 1320a-7b(f).

4. Medicare programs covering different types of benefits were separated into different program “parts.” Medicare Part D provided prescription drug benefits and helped Medicare beneficiaries pay for prescription drugs.

5. In order to receive Part D benefits, a beneficiary enrolled in a Medicare drug plan. Medicare Part D plans were offered through private insurance companies, or “sponsors,” that were approved by Medicare. 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.

6. A pharmacy could participate in Medicare Part D and receive reimbursements for prescription medications provided to Medicare beneficiaries by entering into a retail network agreement directly with a Part D plan, or through one or more Pharmacy Benefit Managers (“PBMs”). PBMs acted on behalf of one or more Medicare Part D 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 either directly to the plan or to a PBM that represented the beneficiary’s Medicare drug plan. The plan or 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. Medicare, through CMS, compensated the Medicare drug plan sponsors. Medicare would not pay for items or services that were not medically necessary, or that were procured through kickbacks and bribes.

**B. The Conspiracy**

7. Beginning on an unknown date, but not later than in or around June 2020, and continuing through in or around November 2021, in the Middle District of Florida and elsewhere, the defendant,

JOELSON VIVEROS,

did knowingly and willfully combine, conspire, confederate, and agree with Luis Lacerda and with others known and unknown, to commit certain offenses against the United States, that is,

a. to defraud the United States by cheating the United States government and any of its agencies and departments out of money and property, and by impairing, impeding, obstructing, and defeating through deceitful and dishonest means, the lawful government functions of HHS and CMS in their administration and oversight of Medicare;

b. to violate 42 U.S.C. § 1320a-7b(b)(1)(B), 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 purchasing, leasing, ordering, and arranging for and recommending purchasing, leasing, and ordering any good, facility, service, and item for which payment may be made in whole and in part by a Federal health care program; and

c. to violate 42 U.S.C. § 1320a-7b(b)(2)(B), by knowingly and willfully offering to pay, and offering and paying, any remuneration, specifically, kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, to any person to induce such person to purchase, lease,



order, and arrange for and recommend purchasing, leasing, and ordering any good, facility, service, and item for which payment may be made in whole and in part under a Federal health care program.

**C. Goal of the Conspiracy**

8. It was the goal of the conspiracy for VIVEROS and his co-conspirators to unlawfully enrich themselves by, among other things, (a) soliciting, receiving, offering, and paying kickbacks and bribes in return for recruiting and referring Medicare beneficiaries to the PHARMACIES for medically unnecessary prescriptions; (b) submitting and causing the submission of false and fraudulent claims to Medicare for services that were procured through illegal kickbacks and bribes, medically unnecessary, ineligible for reimbursement, and not provided as represented; (c) concealing the submission of claims that were false and fraudulent, and ordered and provided through illegal kickbacks and bribes, and the receipt and transfer of the proceeds; and (d) diverting proceeds for the personal use and benefit of VIVEROS and his co-conspirators, and to further the fraud.

**D. Manner and Means**

9. The manner and means by which the defendant and his co-conspirators sought to accomplish the object of the conspiracy included, among others, the following:

a. It was part of the conspiracy that VIVEROS and others would and did purchase and operate the PHARMACIES in the Middle District of Florida and elsewhere. All of the PHARMACIES, including SBSP, were Medicare Part D providers prior to being acquired by VIVEROS and others.

b. It was further part of the conspiracy that VIVEROS and others would and did obtain access to personal identifiable information (“PII”) and purported personal health information of Medicare beneficiaries.

c. It was further part of the conspiracy that VIVEROS and others would and did operate a call center to recruit Medicare beneficiaries and induce them to accept prescription medications at no cost that the PHARMACIES could dispense and bill to Medicare, through Part D plans and PBMs, without regard to medical necessity for those prescription medications.

d. It was further part of the conspiracy that VIVEROS and others would and did pay illegal kickbacks and bribes to telemarketing companies in exchange for recruiting Medicare beneficiaries and encouraging them to accept prescription medications that the PHARMACIES could dispense and bill to Medicare, through Part D plans and PBMs, without regard to medical necessity for those prescription medications. VIVEROS

received such illegal kickbacks and bribes through the operation of JPR and Quiver.

e. It was further part of the conspiracy that VIVEROS and others would and did pay illegal kickbacks and bribes to telemedicine companies in exchange for signed prescriptions that were provided for the Medicare beneficiaries recruited by the call center and telemarketing companies and whose PII the conspirators, including VIVEROS, had obtained. The prescriptions were primarily for creams, including antipsoriatic medications, antifungal drugs, and pain medicines, which had a relatively high rate of reimbursement from Medicare.

f. It was further part of the conspiracy that VIVEROS and others would and did pay the aforementioned illegal kickbacks and bribes to the telemarketing and telemedicine companies with which the PHARMACIES did business on a per patient referral basis and/or in the form of a portion of the profits the PHARMACIES received from submitting the false and fraudulent claims to Medicare.

g. It was further part of the conspiracy that VIVEROS and others would and did conceal and disguise the scheme by generating sham contracts and agreements, including false contracts to disguise the illegal

kickbacks and bribes that the PHARMACIES paid to the telemarketing and telemedicine companies.

h. It was further part of the conspiracy that co-conspirators at the telemedicine companies would and did write prescriptions for these aforementioned medications without having any patient-prescriber relationship with the Medicare beneficiaries and without regard to medical necessity.

i. It was further part of the conspiracy that VIVEROS and others routinely would not and did not attempt to collect pharmacy copayments for the false and fraudulent prescriptions the conspirators generated for the Medicare beneficiaries, in order to induce Medicare beneficiaries to receive and not return these unnecessary medications.

j. It was further part of the conspiracy that VIVEROS and others would and did submit and cause the submission of false and fraudulent claims for prescription medications to Medicare, through the Part D plans and PBMs, that were procured by the payment of illegal kickbacks and bribes, medically unnecessary, and ineligible for reimbursement. Medicare paid SBSP \$1,516,404 as a result of these claims. Medicare also paid other PHARMACIES \$1,500,731 as a result of claims based on illegal kickbacks



and bribes paid to VIVEROS's companies, JPR and Quiver, for telemarketing services.

k. It was further part of the conspiracy that the conspirators would and did perform acts and make statements to hide and conceal, and cause to be hidden and concealed, the purpose of the conspiracy and the acts committed in furtherance thereof.

**E. Overt Acts**

10. In furtherance of the conspiracy and to accomplish its goals, VIVEROS and his co-conspirators committed and caused the commission of one or more of the following acts in the Middle District of Florida and elsewhere:

- a. In or around June 2020, VIVEROS caused JPR to enter into a contract effective June 17, 2020, with a telemedicine company for the purpose of obtaining medically unnecessary prescriptions through the payment of kickbacks, which prescriptions were used by SBSP to submit claims to Medicare claims.
- b. On or about August 18, 2020, VIVEROS formed Quiver as a limited liability company in the state of Florida, which he used along with JPR to recruit beneficiaries and arrange for

prescriptions to be provided to SBSP and the PHARMACIES, including Cure Pharmacy in Jacksonville, Florida, in exchange for kickbacks.

- c. On or about September 29, 2020, VIVEROS caused Quiver to send via email an invoice in the amount of \$5,038.99 to Cure Pharmacy in Jacksonville, Florida, for the payment of kickbacks in exchange for telemarketing services.
- d. On or about October 23, 2020, VIVEROS caused a wire transfer to be made from JPR to a telemedicine provider in the amount of \$9,000 as the payment of kickbacks in exchange for medically unnecessary prescriptions, for which SBSP subsequently submitted claims to Medicare.

All in violation of 18 U.S.C. § 371.

### **FORFEITURE**

1. The allegations contained in Count One are incorporated by reference for the purpose of alleging forfeitures pursuant to the provisions of 18 U.S.C. § 982(a)(7).
2. Upon conviction of a conspiracy to violate section 42 U.S.C. § 1320-7b(b)(1)(A) and/or 42 U.S.C. § 1320-7b(b)(2)(A), in violation of 18 U.S.C. § 371, the defendant shall forfeit to the United States, pursuant to 18

U.S.C. § 982(a)(7), any property, real or personal, which constitutes or is derived, directly or indirectly, from gross proceeds traceable to the offense.

3. The property to be forfeited includes, but is not limited to, an order of forfeiture in the amount of \$894,116.45, which represents the proceeds of the offense.

4. If any of the property described above, as a result of any act or omission of the defendant:

- 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 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1).

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