

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 23-20246-CR-MARTINEZ/BECERRA

18 U.S.C. § 1349

18 U.S.C. § 982(a)(7)

UNITED STATES OF AMERICA

vs.

ARIAN BERNAL,

Defendant.

FILED BY SAL D.C.

Jun 15, 2023

ANGELA E. NOBLE
CLERK U.S. DIST. CT.
S. D. OF FLA. - Miami Magistrate Se

INFORMATION

The United States Attorney charges that:

GENERAL ALLEGATIONS

At all times relevant to this Information:

Commercial Insurance

1. AT&T and other companies offered Administrative Services Only (“ASO”) insurance plans to their employees. These employers contracted with the insurance company Blue Cross Blue Shield (“BCBS”) to handle the billing, claims handling, and claims payment with respect to claims submitted on behalf of their employees. These ASO insurance plans reimbursed BCBS for the money BCBS paid out for health benefits for their respective employees.

2. BCBS and the ASO insurance plans managed by BCBS were “health care benefit program[s],” as defined in Title 18, United States Code, Section 24(b).

3. BCBS often made payments directly to physicians, medical clinics, or other health care providers, rather than to the beneficiary who received the health care benefits, items, and

services. This occurred when the provider accepted assignment of the right to payment from the beneficiary.

4. To obtain payment for treatment or services provided to a beneficiary, physicians, medical clinics, and other health care providers had to submit itemized claim forms to BCBS. The claim forms were typically submitted electronically via the internet. The claim form required certain important information, including: (a) the beneficiary's name and Health Insurance Claim Number or other identification number; (b) a description of the health care benefit, item, or service that was provided or supplied to the beneficiary; (c) the billing codes for the benefit, item, or service; (d) the date upon which the benefit, item, or service was provided or supplied to the beneficiary; and (e) the name of the referring physician or other health care provider, as well as a unique identifying number, known either as the Unique Physician Identification Number ("UPIN") or National Provider Identifier ("NPI").

5. When a provider submitted a claim form to a private insurance plan, the provider certified that the contents of the form were true, correct, and complete, and that the form was prepared in compliance with the applicable laws and regulations concerning the submission of health care claims. The provider also certified that the services being billed were medically necessary and were in fact provided as billed.

The Defendant and a Related Entity

6. TMS Medical Corp ("TMS Medical") was a Florida corporation located at 2711 SW 137 Ave. Suite 94, Miami, Florida.

7. AMG Medical Care Corp ("AMG Medical") was a Florida corporation located at 2260 SW 8th St. Suite 300 Miami, Florida.

8. MGM Outpatient Inc. ("MGM Outpatient") was a Florida corporation located at

2450 SW 137 Ave. Suite 206, Miami, Florida.

9. Med Rehab and Therapy Center Inc. ("Med Rehab") was a Florida corporation located at 8080 W Flagler St. Suite 3C, Miami, Florida.

10. Star Society Outpatient Inc. ("Star Society") was a Florida corporation located at 5881 NW 151 St. Suite 205A, Miami Lakes, Florida.

11. TMS Medical, AMG Medical, MGM Outpatient, Med Rehab, and Star Society (collectively, the "Clinics") were medical clinics that purportedly provided beneficiaries with various medical treatment and services.

12. Solchys Perez was a resident of Miami-Dade County and an owner of the Clinics.

13. Defendant **ARIAN BERNAL** was a resident of Miami-Dade County.

Conspiracy to Commit Health Care Fraud
(18 U.S.C. § 1349)

From in or around January 2019, and continuing through in or around March 2021, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

ARIAN BERNAL,

did willfully, that is, with the intent to further the object of the conspiracy, and knowingly combine, conspire, confederate, and agree with Solchys Perez and others known and unknown to the United States Attorney, to commit an offense against the United States, that is, to knowingly and willfully 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, BCBS and ASO insurance plans managed by BCBS, 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 connection with the delivery of and payment for health care benefits, items, and services, in violation of Title 18, United States Code, Section 1347.

PURPOSE OF THE CONSPIRACY

It was the purpose of the conspiracy for the defendant and his co-conspirators to unlawfully enrich themselves by, among other things: (a) paying kickbacks and bribes to induce the referral of beneficiaries and to induce the beneficiaries to provide their health insurance information to the Clinics; (b) submitting and causing the submission of false and fraudulent claims to health care benefit programs; (c) concealing the submission of false and fraudulent claims to health care benefit programs; (d) concealing the receipt of the fraud proceeds; and (e) diverting the fraud proceeds for their personal use and benefit, and the use and benefit of others, and to further the fraud.

MANNER AND MEANS OF THE CONSPIRACY

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

1. **ARIAN BERNAL** paid and caused to be paid kickbacks to beneficiaries with BCBS and ASO insurance plans managed by BCBS in exchange for allowing the Clinics to bill for medical benefits, items, and services that were not medically necessary, not eligible for reimbursement, and not received by the beneficiaries.
2. **ARIAN BERNAL** and his co-conspirators submitted and caused the Clinics to submit, via interstate wire communication, claims for reimbursement to BCBS and ASO insurance plans managed by BCBS. These claims falsely and fraudulently represented that various health care benefits, items, and services were medically necessary, legitimately prescribed by a doctor, and had been provided by the Clinics to insurance beneficiaries of BCBS and ASO insurance plans managed by BCBS.

3. **ARIAN BERNAL**, Solchys Perez, and others used the proceeds of the health care fraud for their personal use and benefit, and to further the fraud.

All in violation of Title 18, United States Code, Section 1349.

FORFEITURE ALLEGATIONS

1. The allegations of this Information are hereby re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of certain property in which the defendant, **ARIAN BERNAL**, has an interest.

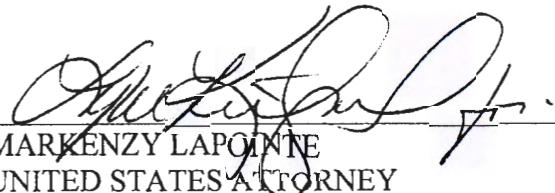
2. Upon conviction of a violation of Title 18, United States Code, Section 1349, as alleged in this Information, the defendant shall forfeit to the United States any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense, pursuant to Title 18, United States Code, Section 982(a)(7).

4. If any of the property subject to forfeiture, 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 subdivided without difficulty;

the United States shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p).

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, as incorporated by Title 18, United States Code, Section 982(b)(1).



MARKENZY LAPONTNE
UNITED STATES ATTORNEY



JOSEPH EGOZI
ASSISTANT UNITED STATES ATTORNEY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: Arian Bernal

Case No: _____

Count #1:

Conspiracy to Commit Health Care Fraud

Title 18, United States Code, Section 1349

*** Max. Term of Imprisonment: Ten (10) Years**

*** Mandatory Min. Term of Imprisonment (if applicable): N/A**

*** Max. Supervised Release: 3 Years**

*** Max. Fine: \$250,000 or Twice the Gross Gain or Loss Resulting from the Offense**

***Refers only to possible term of incarceration, supervised release and fines. It does not include restitution, special assessments, parole terms, or forfeitures that may be applicable.**

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

United States of America)
v.) Case No.
)
ARIAN BERNAL,)
Defendant)

WAIVER OF AN INDICTMENT

I understand that I have been accused of one or more offenses punishable by imprisonment for more than one year. I was advised in open court of my rights and the nature of the proposed charges against me.

After receiving this advice, I waive my right to prosecution by indictment and consent to prosecution by information.

Date: _____

Defendant's signature

Signature of defendant's attorney

Printed name of defendant's attorney

Judge's signature

Judge's printed name and title