

United States Senate

WASHINGTON, DC 20510

March 11, 2025

Paul Theisen
Chief Executive Officer
Populus Health Technologies
211 College Road East, Ste 101
Princeton, NJ 08540

Dear Mr. Theisen:

Through a partnership with Populus, Pfizer operated a telehealth platform that linked patients interested in receiving its migraine medication, Nurtec, with a health care provider who can virtually prescribe that pharmaceutical. This manufacturer-sponsored arrangement appears intended to steer patients toward particular medications and creates the potential for inappropriate prescribing that can increase spending for federal health care programs. While we understand this telehealth partnership for Nurtec may have recently paused, we write to learn more about the financial relationship between Pfizer and Populus given the potential implications for the federal Anti-Kickback Statute (AKS).

Direct-to-consumer (DTC) advertising of prescription drugs has been shown to increase both patient demand for specific medications and the likelihood of a patient receiving a prescription for that drug. Pharmaceutical manufacturers like Pfizer spend an estimated \$6 billion annually in DTC advertising to boost patient awareness and demand for advertised medications. The U.S. is one of only two developed countries in the world that permits such advertisements. The American Medical Association has stated, “direct-to-consumer advertising inflates demand for new and expensive drugs, even when these drugs may not be appropriate.”

A recent study found that more than two-thirds of drugs advertised on television were considered “low therapeutic value.” This creates concern for taxpayers, as a review by the Government Accountability Office found that the small number of prescription drugs advertised on television accounted for 58 percent of Medicare’s overall spending on prescription drugs between 2016-2018. For example, these DTC advertisements helped to balloon Medicare spending on Pfizer’s Xeljanz to more than \$886 million in 2022.

Telehealth can help to address barriers to care, including by expanding access for patients facing transportation barriers, helping to overcome stigma, and identifying providers when there may be workforce shortages. But those important aspects of care can be undermined without comprehensive services that ensure a thorough patient evaluation and follow-up, especially if there is any appearance of a conflict of interest for the treatment provider.

The launch of Pfizer’s telehealth platform for Nurtec raises questions about the nature of Pfizer’s relationship with its contracted telehealth prescribers and the potential for inducement of prescriptions payable by federal health programs. The Department of Health and Human Services’ Office of the Inspector General (HHS OIG) warns, “as a physician, you are an attractive target for kickback schemes because you can be a source of referrals for ... health care

... suppliers.” The HHS OIG adds, “many ... companies want your patients’ business and would pay you to send that business their way.”

After describing Pfizer’s medications and the benefit they can have for patients, Pfizer’s telehealth platform provides a link for patients to “talk to a doctor now” and fill prescriptions via an online pharmacy. This creates the impression that any patient interested in a particular medication can indeed receive it with just a few clicks, and the appearance of Pfizer’s approval that these chosen telehealth providers can ensure a patient receives the given medication.

In 2022, the HHS OIG issued a Special Fraud Alert to notify health care practitioners of the specific risks of schemes involving telehealth platforms that “intentionally paid physicians ... kickbacks to generate ... prescriptions for medically unnecessary ... medications, resulting in submission of fraudulent claims to Medicare [and] Medicaid.” According to the HHS OIG, fraudulent aspects of these arrangements for prescribers may include: limited interaction with the purported patient, limited opportunity to review the patient’s medical records, and/or a directive to prescribe a preselected item, regardless of clinical appropriateness.

The nature of the Nurtec platform appeared to reflect many aspects of the HHS OIG warning for potential fraud. Unsurprisingly, a patient coming straight from Pfizer’s Nurtec website to a telehealth appointment with a prescriber chosen by Pfizer is overwhelmingly more likely to ask for Pfizer’s medication. Further, that prescriber may have an incentive to prescribe such medication, whether or not it is medically necessary or clinically appropriate. Payments by Pfizer hold the potential to induce specific actions of the prescribing pen.

These concerns are underscored by statements from your company’s co-founder, who claimed in reporting by *STAT News* that more than 90 percent of eligible patients receive a prescription for the brand of drug whose marketing they clicked on, further adding, “We’re driving prescriptions.” Further, your corporate website highlights a capability to serve advertising to a patient based upon a direct question to their health care provider—as if a consultation with a health care provider about a medical condition were the same as an online shopping experience.

To better understand the nature of Pfizer’s relationship with Populus, even if no longer current, we request written responses to the following questions by April 15, 2025:

1. Were any forms of insurance excluded from eligibility or participation with the Nurtec/Populus page? Please list which types of insurance are not eligible to participate.
2. Did Pfizer direct, encourage, or educate Populus-affiliated health care providers to prescribe Pfizer’s medications?
3. Did Pfizer share, consult, or communicate with Populus in creating the “discussion guide” for patients to speak with their Pfizer-linked telehealth provider?

4. What was the average duration of the virtual health care visit between a Populus-affiliated health care provider and a patient who is connected to them via Pfizer's website?
 - a. After initially filling out information, were such visits always conducted via a video platform, or were there other options available?
5. Did Populus-affiliated health care providers always review the medical history and records of a patient who was connected to them via Pfizer's website? If so, please describe in detail how those records were always accessed.
6. Were Populus-affiliated health care providers restricted in any way on which medications they could prescribe?
 - a. Were Populus-affiliated health care providers encouraged or rewarded in any way to prescribe certain medications? If so, please describe.
7. Did the patient/customer select or identify medication they were interested in obtaining prior to, or during, the consultation?
 - a. If so, what limitations were there on the medications a patient/customer could select?
8. How many pharmaceutical companies does Populus have a contractual relationship with for telehealth services, aside from Pfizer?
9. How did Pfizer set the compensation paid to Populus? Please provide a copy of the terms of agreement between Pfizer and Populus.
 - a. What was the duration of the contract term between Pfizer and Populus?
 - b. What was the amount of the financial payment by Pfizer to Populus under the contract?
 - c. Was Pfizer paying fair market value for the services of Populus? Was Pfizer paying more for such services than other pharmaceutical companies are paying Populus for such services?
 - d. Did Pfizer make a bonus payment to Populus based on the number of prescriptions written, including refills?
 - e. Did Pfizer contract with Populus to furnish a certain number of prescriptions for certain medications?
 - f. Would the Populus-affiliated health care provider have actual or constructive knowledge that a patient was referred to them via Pfizer's telehealth platform?
 - g. What performance metrics were included in the contract for Pfizer's evaluation of its contract with Populus and affiliated health care providers?
10. What data was provided by Populus to Pfizer as part of these agreements? Please list all fields or categories of data being provided to Pfizer, including patient information, consumer behavior information, and marketing outcomes information.

11. What role, if any, did Pfizer play in collecting, defraying, or otherwise interacting with the co-pay that is associated with the provider consultation on the Populus telehealth platform?
 - a. If no prescription was issued, was the consultation fee waived, refunded, or reduced?

12. Across all clients and services, what percentage of consumers who meet virtually with a Populus-affiliated health care provider receive a prescription?
 - a. How many total (broken out by new and refill) prescriptions did Populus-affiliated health care providers write over the most recent six-month period?
 - b. Of that total, how many were for a Pfizer medication?
 - c. What percentage of all consumers who meet virtually with a Populus-affiliated health care provider receive a prescription for a Pfizer medication?
 - d. What percentage of all such consumers receive a prescription for a medication manufactured by another brand-name company?
 - e. What percentage of all such consumers receive a prescription for a generic medication?
 - f. What percentage of all such consumers receive no prescription?

13. How many individual prescribers affiliated with Populus offered telehealth services under the Pfizer contract via Nurtec.com?
 - a. How many of those individuals are independent contractors with Populus?
 - b. Did Pfizer have knowledge of who the individual prescribers are that are connected to patients via Populus?

Thank you for your attention to this matter. We look forward to your response.

Sincerely,



Richard J. Durbin
United States Senator



Elizabeth Warren
United States Senator



Peter Welch
United States Senator



Bernard Sanders
United States Senator