

DG:JV
F. #2020R00603

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
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UNITED STATES OF AMERICA

- against -

PETER ADAMCZAK,

Defendant.

I N F O R M A T I O N

Cr. No. _____
(T. 18, U.S.C., §§ 982(a)(7), 982(b)(1),
1347, 2 and 3551 et seq., T. 21, U.S.C.
§ 853(p))

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THE UNITED STATES ATTORNEY CHARGES:

INTRODUCTION

At all times relevant to this Information, unless otherwise indicated:

I. Background

1. The Health Insurance Portability Act of 1996 (“HIPAA”) mandated that the United States Department of Health and Human Services (“HHS”) adopt standards to streamline communications between health care providers and health plans. Among those standards, HHS issued and required the use of National Provider Identifier (“NPI”) numbers. Medical providers who performed medical services applied for and were given unique NPI numbers, which allowed the medical providers to submit bills, commonly referred to as “claims,” to seek reimbursement for medical services that the medical providers had supplied to the beneficiaries of health care benefit programs.

2. A “Billing Provider” was a business or business owner that requested reimbursement for services. A “Rendering Provider” was the individual who performed services on the beneficiary.

3. New York State Education Law, Section 8212, permitted only “licensed acupuncturists” and “certified acupuncturists” to practice acupuncture in the state.

4. In New York, while an acupuncturist was permitted to share office space with a corporation, he or she could not be employed by such an entity to offer acupuncture services unless the business was legally authorized to do so.

II. The Defendant and Relevant Individual and Entity

5. The defendant PETER ADAMCZAK provided chiropractic services from an office located in East Meadow, New York. ADAMCZAK was licensed to provide chiropractic services in New York and was issued an NPI number. ADAMCZAK was not licensed or authorized to provide acupuncture services in New York. ADAMCZAK also did not own or operate a business entity legally authorized to provide acupuncture services.

6. Individual 1, an individual whose identity is known to the United States Attorney, rented professional space from the defendant PETER ADAMCZAK in ADAMCZAK’s East Meadow, New York office. Individual 1 was licensed to provide acupuncture services in New York and was issued his own NPI number. Individual 1 was not ADAMCZAK’s employee or partner.

7. Insurer 1, an entity whose identity is known to the United States Attorney, was a “health care benefit program,” as defined by Title 18, United States Code, Section 24(b).

III. The Fraudulent Scheme

8. From approximately January 2016 to February 2020, the defendant PETER ADAMCZAK, together with others, submitted fraudulent claims for reimbursement to Insurer 1 for acupuncture services that were in fact never performed.

9. Specifically, the defendant PETER ADAMCZAK submitted fraudulent claims to Insurer 1 listing ADAMCZAK as the Billing Provider, but using Individual 1's NPI number as the Rendering Provider. The claims submitted by ADAMCZAK fraudulently listed Individual 1 as the Rendering Provider, claiming that Individual 1 had provided acupuncture services to beneficiaries at ADAMCZAK's East Meadow, New York office when, in fact, the billed-for acupuncture services were never provided. On some occasions, ADAMCZAK had provided chiropractic services (but not acupuncture services) to the listed beneficiaries on the billed-for service dates. On other occasions, ADAMCZAK had not provided any services to the listed beneficiaries on the billed-for service dates. On all of the billed-for service dates, neither ADAMCZAK nor Individual 1 provided the billed-for acupuncture services.

10. Insurer 1 sent reimbursement checks for the fraudulent acupuncture claims directly to the beneficiaries. The beneficiaries generally either (a) cashed the reimbursement checks and then delivered the cash to the defendant PETER ADAMCZAK; (b) deposited the reimbursement checks into their own bank accounts and then wrote a personal check to ADAMCZAK; or (c) endorsed the reimbursement checks over to ADAMCZAK. In one case, a beneficiary who was a relative of ADAMCZAK, and whose identity is known to the United States Attorney, deposited the reimbursement checks to his/her personal bank account and retained the funds.

11. From approximately January 2016 to February 2020, the defendant PETER ADAMCZAK, together with others, submitted fraudulent reimbursement claims to Insurer 1 seeking approximately \$1,159,013.30, for which Insurer 1 paid approximately \$994,838.16.

HEALTH CARE FRAUD

12. The allegations contained in paragraphs one through 11 are realleged and incorporated as if fully set forth in this paragraph.

13. In or about and between January 2016 and February 2020, both dates being approximate and inclusive, within the Eastern District of New York and elsewhere, the defendant PETER ADAMCZAK, together with others, did knowingly and willfully execute and attempt to execute a scheme and artifice to defraud one or more health care benefit programs, as defined in Title 18, United States Code, Section 24(b), to wit: Insurer 1, and to obtain, by means of one or more materially false and fraudulent pretenses, representations and promises, money and property owned by, and under the custody and control of, Insurer 1, in connection with the delivery of and payment for health care benefits, items and services.

(Title 18, United States Code, Sections 1347, 2 and 3551 et seq.)

CRIMINAL FORFEITURE ALLEGATION

14. The United States hereby gives notice to the defendant that, upon his conviction of the offense charged herein, the government will seek forfeiture in accordance with Title 18, United States Code, Section 982(a)(7), which requires any person convicted of a federal health care offense to forfeit property, real or personal, that constitutes, or is derived directly or indirectly from, gross proceeds traceable to the commission of such offense, including but not limited to a forfeiture money judgment amount of approximately one hundred and eighty-eight thousand, six hundred and twenty seven dollars and two cents (\$188,627.02).

15. If any of the above-described forfeitable property, 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;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described in this forfeiture allegation.

(Title 18, United States Code, Sections 982(a)(7) and 982(b)(1); Title 21, United States Code, Section 853(p))


BREON PEACE
UNITED STATES ATTORNEY
EASTERN DISTRICT OF NEW YORK