

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Attorney's Office for the Northern District of New York and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) and Anja Salamack (hereafter collectively referred to as "the Parties"), through their authorized representatives.

### **RECITALS**

A. Anja Salamack is an individual who was a New York-licensed nurse practitioner. Until 2020, Salamack maintained a medical office in Albany, New York, and now resides in Florida.

B. The United States has certain civil claims against Salamack arising from her submission of claims as described in Paragraphs C through G below.

### **False Claims Involving Medicare**

C. At all relevant times, Salamack participated in and submitted or caused to be submitted claims for payment to the Medicare program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (Medicare). She submitted, or caused to be submitted, claims to Medicare for Evaluation and Management (E/M) services. E/M codes are billing codes used to represent health care professional services involving the evaluation and management of patient health, including office visits and consultations.

D. In 2020, Salamack vacated her medical office and relocated to Florida and continued to bill Medicare for patients who were primarily based in upstate New York, including within the Northern District of New York. Although she did not physically meet with these patients, or regularly use a two-way interactive telecommunications system with audio and video components, between January 1, 2021 and October 28, 2024, Salamack submitted 528 E/M

claims using Current Procedural Terminology (CPT) code 90838 to Medicare. These codes falsely represented that Salamack had provided face-to-face psychotherapy sessions lasting 53 minutes or more, during which the patient was present for all or most of the service.

#### False Claims Involving Provider Relief Funds

E. Pursuant to the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), Pub. L. 116-136, 143 Stat. 563 (Mar. 27, 2020) Congress allocated approximately \$178 billion in Provider Relief Funds (PRF) to healthcare providers. The PRF was overseen by the Health Resources and Services Administration (HRSA), a division of HHS. These funds were considered grants that did not need to be repaid so long as the funds were used to prevent, prepare for, or respond to the coronavirus, or for healthcare-related expenses or lost revenues attributable to the coronavirus pandemic. To retain the payments, providers were required to attest that they had used the PRF for permissible purposes. Providers who failed to use the funds for permissible purposes or did not make the required attestations were required to return the PRF to HRSA.

F. In 2020, Salamack received \$87,800.11 in PRF. On or about March 29, 2022, Salamack certified to HRSA through an electronic portal that she had used the PRF for permissible purposes, including “General Administrative Expenses” and “Healthcare related expenses.” Salamack’s certification was false. In fact, Salamack used \$48,670 of the PRF for impermissible purposes, including expenses incurred pre-pandemic and rental payments for the medical office in Albany, New York that she had vacated and was no longer using.

G. Salamack admits, acknowledges, and accepts responsibility for the facts set forth in Paragraph A through F, which shall be referred to herein as the “Covered Conduct,” and further acknowledges that the Covered Conduct violated the False Claims Act, 31 U.S.C. § 3729, *et. seq.*

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

### TERMS AND CONDITIONS

1. No later than 30 days from the Effective Date of this Agreement, Salamack shall pay to the United States \$188,850 ("Settlement Amount"), \$79,173 of which is restitution. The payment shall be made by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Northern District of New York.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases Salamack from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, as amended; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;

4. Salamack waives and shall not assert any defenses Salamack may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. Salamack fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Salamack has asserted, could have asserted, or may assert in the future against the United States, and its agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States' investigation and prosecution thereof.

6. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Salamack agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

7. Salamack agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Salamack, her employees or agents in connection with:

- 1) the matters covered by this Agreement and the plea agreement for related conduct;
- 2) the United States' audit(s) and civil and criminal investigations of the matters covered by this Agreement;
- 3) Salamack's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and criminal investigations in connection with the matters covered by this Agreement (including attorneys' fees);
- 4) the negotiation and performance of this Agreement and the related Plea Agreement; and
- 5) the payment Salamack makes to the United States pursuant to this Agreement

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Salamack, and Salamack shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Salamack or any of her companies, subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Salamack further agrees that within 90 days of the Effective Date of this Agreement she shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program,

including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Salamack or any of her companies, subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Salamack agrees that the United States, at a minimum, shall be entitled to recoup from Salamack any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Salamack or any of her companies, subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Salamack or any of her companies, subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Salamack's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

8. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 9 (waiver for beneficiaries paragraph), below.

9. Salamack agrees that she waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

10. Each Party shall bear their own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

11. Each Party and signatory to this Agreement represents that they freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

12. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Northern District of New York. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

13. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

14. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

15. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

16. This Agreement is binding on Salamack's successors, transferees, heirs, and assigns.

17. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.


18. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

\*\*\*\* SIGNATURES APPEAR ON FOLLOWING PAGE\*\*\*\*

**FOR THE UNITED STATES OF  
AMERICA**

JOHN A. SARCONE, III  
United States Attorney  
Northern District of New York

Dated: 6/24/25

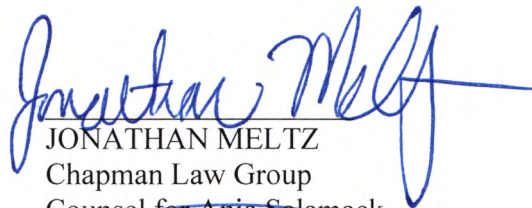
  
CHRISTOPHER R. MORAN  
Assistant United States Attorney

Dated: \_\_\_\_\_

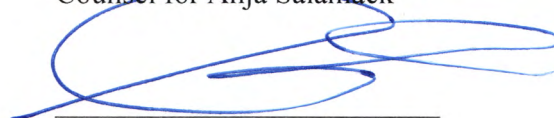
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SUSAN E. GILLIN  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and  
Human Services

**For ANJA SALAMACK**

Dated: 6/24/25

  
JONATHAN MELTZ  
Chapman Law Group  
Counsel for Anja Salamack

Dated: 6/24/25

  
ANJA SALAMACK



**FOR THE UNITED STATES OF  
AMERICA**

JOHN A. SARCONI, III  
United States Attorney  
Northern District of New York

Dated: \_\_\_\_\_

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CHRISTOPHER R. MORAN  
Assistant United States Attorney

Dated: 6/25/25

**SUSAN  
GILLIN**

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SUSAN E. GILLIN  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and  
Human Services

**For ANJA SALAMACK**

Dated: \_\_\_\_\_

\_\_\_\_\_  
JONATHAN MELTZ  
Chapman Law Group  
Counsel for Anja Salamack

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANJA SALAMACK