

SCANNER

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

UNITED STATES DISTRICT COURT
PORTLAND, MAINE
RECEIVED AND FILED

UNITED STATES OF AMERICA)

v.)

CARRIE CAPORINO)

Case No.: 2:17- MJ-17-151-NT 03

Violations: _____

Title 18, United States Code, DEPUTY CLERK
Section 669

CRIMINAL COMPLAINT

I, Andrew Drewer, the complainant in this case, being duly sworn, state that the following is true and correct to the best of my knowledge and belief:

Counts One through Six

(Embezzlement from a health care benefit program – 18 U.S.C. § 669)

On or about the dates set forth below, in the District of Maine, the defendant,

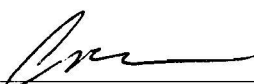
CARRIE CAPORINO,

who was employed as the office manager for a health care benefit program as that term is defined in Title 18, United States Code, Section 24(b), namely a Falmouth, Maine physician who accepted payment for medical benefits and services from health care plans affecting commerce, knowingly and willfully embezzled, stole and converted without authority to the use of the defendant and her spouse, who were not the rightful owners, funds and property valued in excess of \$100 of said health care benefit program. Specifically, the defendant mobile deposited checks paid to her employer and to his medical practice into her personal bank accounts without the permission of her employer, all in violation of Title 18, United States Code, Section 669.

<u>Count</u>	<u>Date of the Offense</u>	<u>Description of Funds and Property of the Health Care Benefit Program</u>	<u>Amount</u>
1	January 12, 2017	Check drawn on the account of ED and PD	\$574.25

<u>Count</u>	<u>Date of the Offense</u>	<u>Description of Funds and Property of the Health Care Benefit Program</u>	<u>Amount</u>
2	January 22, 2017	Check from Anthem Blue Cross and Blue Shield	\$2,004.04
3	January 28, 2017	Check from Anthem Blue Cross and Blue Shield	\$1,744.47
4	May 19, 2017	Check from Anthem Blue Cross and Blue Shield	\$1,135.86
5	May 30, 2017	Check from Martin's Point Health Care, Inc.	\$1,075.01
6	June 4, 2017	Check from Martin's Point Health Care, Inc.	\$584.79

This criminal complaint is based on the facts set forth in my affidavit, dated July 10, 2017, attached hereto and incorporated herein by reference.




 Andrew Drewer, Special Agent
 Federal Bureau of Investigation

Dated: 7/10/2017

STATE OF MAINE

Cumberland County

Subscribed and sworn to before me this 10th day of July, 2017, at Portland, Maine.



 Nancy Forresen
 United States Chief District Judge

2:17-mj-151-NT

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**AFFIDAVIT OF SPECIAL AGENT ANDREW DREWER
IN SUPPORT OF CRIMINAL COMPLAINT**

JUL 10 A 11:03

I, Andrew T. Drewer (“Affiant”), a Special Agent with the Federal Bureau of
Investigation (FBI), Boston Division, Portland, Maine Resident Agency, being duly sworn,

DEPUTY CLERK

depose and state as follows:

1. I have been employed as a Special Agent of the FBI since July 6, 2008 and am assigned to the Boston Division, Portland, Maine Resident Agency. Since 2009, I investigate federal violations, including wire and mail fraud, embezzlement, money laundering, and healthcare fraud. I have participated in and conducted numerous white collar crime investigations and I have participated in several arrests and search warrants pertaining to said investigations.

2. As a federal agent, I am authorized to investigate violations of laws of the United States, and I am a law enforcement officer with the authority to execute arrest and search and seizure warrants issued under the authority of the United States.

3. This affidavit is made in support of a criminal complaint against **CARRIE CAPORINO** that alleges violations of 18 U.S.C. § 669 (Theft or embezzlement in connection with health care benefit program).

4. Title 18 United States Code, section 24(b) defines a health care benefit program as:
any public or private plan or contract, affecting commerce, under which any medical benefit, item, or service is provided to any individual, and includes any individual or entity who is providing a medical benefit, item, or service for which payment may be made under the plan or contract.

5. The statements in this affidavit are based in part on information provided by witnesses, a review of bank records, and my experience and background as a Special Agent of the FBI.

DETAILS OF PROBABLE CAUSE

6. From approximately December 28, 2015 to June 30, 2017, CARRIE CAPORINO was employed as the office manager for a physician who had offices in two locations in Maine. This physician ultimately consolidated his practice at his Falmouth, Maine location. The physician provided medical services and benefits to patients and accepted payment from health insurance plans, such as Anthem Blue Cross and Blue Shield.

7. Your Affiant interviewed the physician (hereinafter “the Victim”) who employed CAPORINO on June 30, 2017, during which he described CAPORINO’s various duties and responsibilities. As office manager, CAPORINO managed approximately six office employees. She was also responsible for billing patients or their insurance companies for services, collecting payment, and making deposits into the bank account for the practice, which was held at TD Bank. The Victim stated that only he and CAPORINO had keys to the post office box to which payments were mailed. He stated that that often CAPORINO collected the mail and either recorded payments herself or submitted them to his billing staff.

8. The Victim further stated that CAPORINO and one other employee, who left Carey’s practice approximately two months ago, were the only two employees who knew how to operate the medical accounting system used by the office to bill patients and reconcile payments to invoices.

9. The Victim stated that his medical practice received payments in the form of checks, cash, and credit cards. Cash payments were typically small amounts, while check payments could be in the thousands of dollars. His practice received checks through the U.S. Mail from health insurance companies, such as Anthem Blue Cross and Blue Shield, as well as directly

from patients, or their parents or guardians. Checks are typically made payable to the Victim, individually, or to the name of his practice.

10. The Victim confirmed that it was his office's policy that all payments for services rendered were to be deposited directly into the practice's TD Bank account. The Victim relied on CAPORINO to collect and deposit payments. He did not usually examine individual payments and deposits. Instead, he relied upon a weekly income report provided to him by CAPORINO. The Victim had sole signature authority on the medical practice's TD Bank account, and he was the only person authorized to make a withdrawal from said account. The Victim further stated that he has never authorized any employee to convert a check payable to him or the practice in order to deposit it into that employee's individual personal account for any purpose. The Victim stated that, at no time, did he ever allow an employee to sign his signature to any check. In a subsequent interview, the Victim stated that TD Bank's policy was to accept unsigned checks for deposit into the practice's business bank account as long as the checks were accompanied by a deposit slip referencing his practice's account. Therefore, he did not regularly sign checks payable to him or the practice for services rendered before they were deposited.

11. The Victim further stated that in 2015, prior to hiring CAPORINO, his personal income was between \$130,000 to \$160,000. However, in 2016, his personal income decreased to \$78,000.00. The Victim did not notice a decrease in his number of patients from 2015 to 2016, but attributed the loss in income to more complex billing practices by insurers and other factors. For instance, CAPORINO informed the Victim that his staff failed to direct patients to her in order to collect payments after appointments.

12. The Victim stated that he paid CAPORINO an annual salary of \$67,000.00 and that he did not compensate CAPORINO in any other form, such as bonuses or commissions.

13. Your affiant has reviewed USAA Federal Savings Bank (USAA) records where CAPORINO held two personal accounts, one account in her name only and one jointly held with her spouse. The deposited items to these two personal accounts include more than 600 checks that were mobile deposited to the accounts between December 28, 2015 and June 4, 2017. A mobile deposit occurs when a customer deposits a check to his or her account by submitting an image of the front and back of the check to their financial institution by using an application installed on either their mobile phone or other portable device, such as a tablet.

14. The records show that many if not all of these mobile deposits consisted of checks for various amounts payable to either the Victim or to the Victim's medical practice. The deposited checks were drawn on the accounts of insurance companies, individual patients, or the parents or guardians of minor patients. The total amount of loss to the victim is approximately \$250,000.

15. Specific examples of the more than 600 checks that were deposited to CAPORINO's individual bank accounts include the following:

- a. On January 12, 2017, a check in the amount of \$574.25 was mobile deposited to one of CAPORINO's personal USAA accounts that was drawn on the joint account of two individuals, identified herein as ED and PD and made payable to the Victim's medical practice.
- b. On January 22, 2017, a check in the amount of \$2,004.04 was mobile deposited to one of CAPORINO's personal USAA accounts that was issued by Anthem Blue Cross and Blue Shield and made payable to the Victim.
- c. On January 28, 2017, a check in the amount of \$1,744.47 was mobile deposited to one of CAPORINO's personal accounts that was issued by Anthem Blue Cross and Blue Shield and made payable to the Victim.

- d. On May 19, 2017, a check in the amount of \$1,135.86 was mobile deposited to one of CAPORINO's personal USAA accounts that was issued by Anthem Blue Cross and Blue Shield and made payable to the Victim.
- e. On May 30, 2017, a check in the amount of \$1,075.01 was mobile deposited to one of CAPORINO's personal USAA accounts that was issued by Martin's Point Health Care, Inc. and made payable to the Victim.
- f. On June 4, 2017, a check in the amount of \$584.79 was mobile deposited to one of CAPORINO's personal accounts that was issued by Martin's Point Health Care, Inc. and was made payable to the Victim.

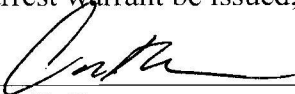
16. During the interview with the Victim on June 30, 2017, and on July 6, 2017, the Victim examined copies of the six checks described above. The backs of each of these checks contained the purported signature of the Victim, and below that signature, the purported signature of CAPORINO. According to the Victim, he did not sign any of these checks and he did not authorize CAPORINO to sign his name or deposit them to her personal accounts.

17. Your Affiant's review of USAA bank records for CAPORINO showed that CAPORINO frequently made debit card purchases from these same personal accounts for clothing, restaurants, utilities, pet care, ATM cash withdrawals and other personal expenses. In addition, CAPORINO's USAA bank records did not show any reimbursements to the Victim for any of the checks payable to him or his practice that were deposited into CAPORINO's USAA accounts.

CONCLUSION


20. Based on the above-stated facts, Affiant submits that there is probable cause to believe that CAPORINO embezzled funds from a health care benefit program, in violation of **18**

U.S.C. § 669, on the dates and in the amounts set forth in paragraph 15 above. Accordingly, I respectfully request that a criminal complaint and arrest warrant be issued, as prayed.



Andrew T. Drewer
Special Agent, FBI

Sworn and subscribed before me this 10th day of July 2017.



Nancy Torresen
United States Chief District Judge