

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

<p>DISTRICT OF COLUMBIA, a municipal corporation, 441 Fourth Street, N.W. Washington, D.C. 20001,</p> <p style="text-align:right">Plaintiff,</p> <p>v.</p> <p>DOLAPO B. AKINNEYE 5215 Newton Street Apartment 104 Bladensburg, Maryland 20710,</p> <p style="text-align:right">Defendant.</p>	<p>Civil Action No.: _____</p> <p>JURY TRIAL DEMANDED</p>
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FALSE CLAIMS ACT COMPLAINT AND JURY DEMAND

The District of Columbia (District), by its Office of the Attorney General, brings this action against Defendant Dolapo B. Akinneye pursuant to the District's False Claims Act, D.C. Code § 2-381.02(a) and common law, seeking treble damages and civil penalties. The District alleges as follows:

Jurisdiction

1. This Court has subject matter jurisdiction of this case pursuant to D.C. Code § 11-921, as this action is brought by the District, and D.C. Code § 2-381.02, as the District asserts claims arising under the False Claims Act.
2. This Court has personal jurisdiction over Defendant Akinneye pursuant to D.C. Code §§ 13-423(a)(1) and (3).

The Parties

3. The District, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code §§ 1-301.81(a)(1), 2-381.03.

4. Defendant Dolapo B. Akinneye is an individual currently residing at 5215 Newton Street, Apartment 104, Bladensburg, Maryland 20710. At all times relevant to the events in this complaint, Defendant Akinneye was employed as a personal care aide (PCA) by four home health care agencies that were District Medicaid providers.

District of Columbia False Claims Act

5. The District's False Claims Act provides that:

(a) Any person who commits any of the following acts shall be liable to the District for three times the amount of damages which the District sustains because of the act of that person. A person who commits any of the following acts shall also be liable to the District for the costs of a civil action brought to recover penalties or damages, and shall not be liable to the District for a civil penalty of not less than \$5,500, and not more than \$11,000, for each false or fraudulent claim for which the person:

(1) Knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;

(2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim

D.C. Code § 2-381.02.

6. The District’s False Claims Act defines “[k]nowing” or “knowingly” to mean:

(A) That a person, with respect to information, does any of the following:

- (i) Has actual knowledge of the information;
- (ii) Acts in deliberate ignorance of the truth or falsity of the information; or
- (iii) Acts in reckless disregard of the truth or falsity of the information.

(B) The terms “knowing” and “knowingly” do not require proof of specific intent to defraud.

D.C. Code § 2-381.01(7).

7. The District’s False Claims Act defines “material” to mean “having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.” D.C. Code § 2-381.01(8).

The District’s Medicaid Program

8. The District’s Medicaid program is a health care benefits program that provides low income District residents with medical benefits and services and is jointly funded by the federal government and the District. The District’s Department of Health Care Finance (DHCF) administers the District’s Medicaid program with guidance from the Centers for Medicare and

Medicaid Services, an agency within the United States Department of Health and Human Services.

9. The District's Medicaid program provides reimbursement for personal care aide services (PCA services) provided by individuals to Medicaid beneficiaries in their homes. PCA services are non-medical, health-related services provided to assist individuals with disabilities, individuals with chronic or temporary conditions, and the elderly in order to enable them to remain in a home setting and avoid long-term inpatient stays in hospitals and nursing homes.

10. In the District, PCAs typically work for home health care agencies that are enrolled as providers in the District's Medicaid program. The agencies bill the Medicaid program for services on the PCAs' behalf.

11. All District Medicaid providers, including PCA service providers, must retain fiscal and medical records that fully document services billed to the Medicaid program for five years from the date of service.

12. The District's Medicaid program requires providers of PCA services to retain timesheets that contain the name of the PCA, the name of the Medicaid beneficiary, the dates of service, the amount of time spent with the Medicaid beneficiary, the services performed by the PCA on each date, and the Medicaid beneficiary's signature agreeing that the services were performed. Home health care agencies and DHCF use the number of hours spent providing PCA services to a Medicaid beneficiary to calculate the

amount of reimbursement to the home health care agency. In turn, the home health care agency uses the timesheets to determine a PCA's reimbursement. The accuracy of the timesheets is material to the District's Medicaid program's decision to pay claims for PCA services.

Defendant Akinneye's False Statements

13. From August 19, 2013, through October 5, 2016, Defendant Akinneye caused false claims to be submitted to the District's Medicaid program for PCA services she did not provide. Defendant Akinneye signed and submitted multiple timesheets that claimed she worked overlapping hours for multiple Medicaid beneficiaries. Other timesheets show that she purported to have rendered services to a Medicaid beneficiary in the District during times she was travelling internationally.

Defendant Akinneye's False Claims for Three Beneficiaries

14. From December 27, 2015, through October 5, 2016, Defendant Akinneye submitted timesheets indicating that she provided PCA services to multiple beneficiaries on ten separate days. (*See* Table 1 attached as Exhibit A.)

15. From December 27, 2015, through January 17, 2016, Defendant Akinneye submitted timesheets indicating that she provided PCA services to three beneficiaries, totaling 21 hours each day on seven separate days.

16. Defendant Akinneye submitted timesheets purporting to provide PCA services to beneficiaries B.L.J., B.J. and D.S. on December 27, 2015, and

January 9, and 10, 2016. On each day Defendant Akinneye purported to work from 7a.m. to 12p.m. for beneficiary B.L.J., a client of Immaculate Health Care Services, Inc. (Immaculate), from 7a.m. to 3p.m., for beneficiary B.J., a client of VMT Home Health Agency (VMT), and from 4p.m. to 12a.m. for beneficiary D.S., also a client of VMT.

17. Defendant Akinneye submitted timesheets purporting to provide PCA services to beneficiaries B.L.J., B.J. and D.S. on January 2 and 3, 2016. Defendant Akinneye submitted timesheets purporting to work from 7a.m. to 1 p.m. for beneficiary B.L.J, 7a.m. to 3p.m. for beneficiary B.J., and 4p.m. to 12a.m. for beneficiary D.S.

18. Defendant Akinneye submitted timesheets purporting to provide PCA services to beneficiaries B.L.J., D.S. and T.A. on January 16 and 17, 2016. Defendant Akinneye submitted timesheets purporting to work from 7a.m. to 12p.m. for beneficiary B.L.J., 4p.m. to 12a.m. for beneficiary D.S., and 4p.m. to 12a.m. for beneficiary T.A., a client of Health Management, Inc. (Health Management).

19. VMT submitted claims to DHCF for PCA services allegedly provided by Defendant Akinneye for beneficiary B.J. for December 27, 2015, January 2, 3, 9, and 10, 2016. VMT used these timesheets to calculate the amount of reimbursement from DHCF, and DHCF paid VMT a total of \$802.56 for services to B.J.

20. VMT submitted claims to DHCF for PCA services allegedly provided by Defendant Akinneye for beneficiary D.S. for December 27, 2015, January 2, 3, 9, 10, 16, and 17, 2016. VMT used these timesheets to calculate the amount of reimbursement from DHCF, and DHCF paid VMT a total of \$1,123.84 for services to D.S.

21. Immaculate submitted claims to DHCF for PCA services allegedly provided by Defendant Akinneye for beneficiary B.L.J. for December 27, 2015, January 2, 3, 9, 10, 16, and 17, 2016. Immaculate used these timesheets to calculate the amount of reimbursement from DHCF, and DHCF paid Immaculate a total of \$701.60 for services to B.L.J.

22. Health Management submitted claims to DHCF for PCA services allegedly provided by Defendant Akinneye for beneficiary T.A. for January 16, and 17, 2016. Health Management used these timesheets to calculate the amount of reimbursement from DHCF, and DHCF paid Health Management a total of \$321.28 for services to T.A.

Defendant Akinneye's Claims for Two Beneficiaries

23. From October 3, 2016, through October 5, 2016, Defendant Akinneye submitted timesheets indicating that she provided PCA services to two beneficiaries, totaling 16 hours each day on three separate days. (*See* Table 1 attached as Exhibit A.)

24. Defendant Akinneye submitted timesheets purporting to provide PCA services to beneficiaries E.G., a client of Health Management, and A.J.,

a client of Immaculate, on October 3, 4, and 5, 2016. Defendant Akinneye submitted timesheets purporting to work from 7a.m. to 3p.m. each day for both beneficiaries.

25. Health Management submitted claims to DHCF for PCA services allegedly provided by Defendant Akinneye for beneficiary E.G. for October 3, 4, and 5, 2016. Health Management used these timesheets to calculate the amount of reimbursement from DHCF, and DHCF paid Health Management a total of \$481.92 for services to E.G.

26. Immaculate submitted claims to DHCF for PCA services allegedly provided by Defendant Akinneye for beneficiary A.J. for October 3, 4, and 5, 2016. Immaculate used these timesheets to calculate the amount of reimbursement from DHCF, and DHCF paid Immaculate a total of \$481.92 for services to A.J.

Defendant Akinneye's False Claims While Out of the Country

27. Defendant Akinneye caused the Medicaid program to be billed for PCA services for Medicaid beneficiaries in the District while she was out of the country.

28. Department of Homeland Security records show that Defendant Akinneye traveled to Dubai aboard a flight that departed Dulles International Airport on August 19, 2013, and landed in Dubai. Akinneye returned to the United States on August 30, 2013.

29. While she was out of the country Defendant Akinneye claimed to have provided PCA services to A.R., a Medicaid beneficiary and client of American Quality Homecare Services, Incorporated (American Quality). Defendant Akinneye submitted timesheets purporting that she provided PCA services to A.R. for eight hours each day from August 19, 2013, through August 30, 2013, for a total of 96 hours. The total amount of PCA services billed to the District's Medicaid program for these 12 days was \$1,566.72.

31. Department of Homeland Security records also show that Defendant Akinneye boarded a flight that departed Hartsfield-Jackson International Airport in Atlanta, Georgia, on February 2, 2014, and landed in Nigeria. Akinneye returned to the United States on February 20, 2014.

32. While she was out of the country Defendant Akinneye claimed to have provided PCA services to A.R. Defendant Akinneye submitted timesheets purporting that she provided PCA services to A.R. for eight hours each day from February 2, 2014, through February 9, 2014, for a total of 64 hours. The total amount of PCA services billed to the District's Medicaid program for these 8 days was \$1,044.48.

36. American Quality submitted claims to DHCF for PCA services allegedly provided to beneficiary A.R. by Defendant Akinneye from August 19, 2013, through August 30, 2013. American Quality used Akinneye's timesheets to calculate the amount of reimbursement from DHCF, and the total amount of PCA services that Akinneye caused to be billed to the

Medicaid program while she was out of the country in 2013 and 2014 was \$2,611.20.

COUNT I
False Claims Act – False Claims
D.C. Code § 2-381.02(a)(1)

37. The allegations of paragraphs 1 through 32 are realleged as if fully set forth herein.

38. Defendant Akinneye knowingly presented and caused to be presented false or fraudulent claims to the District's Medicaid program for payment or approval by billing for PCA services that she never rendered.

39. As a result of Defendant Akinneye's false claims, the District was damaged in an amount to be determined at trial and therefore is entitled to treble damages under the False Claims Act, plus a civil penalty of \$5,500 to \$11,000 for each false claim.

COUNT II
False Claims Act – False Records and Statements
D.C. Code § 2-381.03(a)(2)

40. The allegations of paragraphs 1 through 32 are realleged as if fully set forth herein.

41. Defendant Akinneye knowingly made, used, and caused to be made or used false records or statements material to false or fraudulent claims to the District's Medicaid program by falsely stating and representing in timesheets that she had provided PCA services to Medicaid beneficiaries when in fact she had not rendered such services.

42. As a result of Defendant's use of these false records or statements, the District was damaged in an amount to be determined at trial and therefore is entitled to treble damages under the False Claims Act, plus a civil penalty of \$5,500 to \$11,000 for each false record or statement.

COUNT III
Unjust Enrichment

43. The allegations of paragraphs 1 through 32 are realleged as if fully set forth herein.

44. By directly or indirectly obtaining government funds from the District's Medicaid program to which she was not entitled, Defendant Akinneye was unjustly enriched to the District's detriment.

Prayer for Relief

Wherefore, the District respectfully requests that the Court enter judgment in its favor and against Defendant Akinneye, and award damages and penalties as follows:

(1) On Counts One and Two against Defendant Akinneye, award the District treble statutory damages in an amount to be determined at trial, but not less than \$19,572.96 (three times \$6,524.32), and civil penalties of not less than \$5,500 and not more than \$11,000, payable to the District, for each violation of the District's False Claims Act;

(2) On Count Three against Defendant Akinneye, award the District actual damages in an amount to be determined at trial, but not less than \$6,524.32;

(3) Award the District interest, costs, and other recoverable fees and expenses permitted by law; and

(4) Award the District such further and additional relief as the Court may deem just and proper.

Jury Demand

The District of Columbia hereby demands a trial by jury by the maximum number of jurors permitted by law.

Date: September 28, 2018

Respectfully submitted,

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EXHIBIT A

TABLE 1

Date	Beneficiaries	Daily Timesheets Submitted	Total Hours submitted Per Day	Amount Billed to Medicaid Program
12/27/2015	B.L.J.	7a-12p		
	B.J.	7a-3p		
	D.S.	4p-12a		
			21	\$420.00
01/02/2016	B.L.J.	7a-1p		
	B.J.	7a-3p		
	D.S.	4p-12a		
			21	\$421.28
01/03/2016	B.L.J.	7a-1p		
	B.J.	7a-3p		
	D.S.	4p-12a		
			21	\$421.28
01/09/2016	B.L.J.	7a-12p		
	B.J.	7a-3p		
	D.S.	4p-12a		
			21	\$421.68
01/10/2016	B.L.J.	7a-12p		
	B.J.	7a-3p		
	D.S.	4p-12a		
			21	\$421.68
01/16/2016	B.L.J.	7a-12p		
	D.S.	4p-12a		
	T.A.	4p-12a		
			21	\$421.68
01/17/2016	B.L.J.	7a-12p		
	D.S.	4p-12a		
	T.A.	4p-12a		
			21	\$421.68
10/03/2016	E.G.	7a-3p		
	A.J.	7a-3p		
			16	\$321.28
10/04/2016	E.G.	7a-3p		
	A.J.	7a-3p		
			16	\$321.28
10/05/2016	E.G.	7a-3p		
	A.J.	7a-3p		
			16	\$321.28
Total				3,913.12