

State of Minnesota
County of HennepinDistrict Court
4th Judicial DistrictProsecutor File No.
Court File No.33.FT86.0227
27-CR-26-1082

State of Minnesota,

COMPLAINT

Plaintiff,

Summons

vs.

MOHAMED ABDIRASHID OMARXEYD DOB: 12/30/19682812 13th Avenue SE
Minneapolis, MN 55407-1418

Defendant.

The Complainant submits this complaint to the Court and states that there is probable cause to believe Defendant committed the following offense(s):

COUNT I**Charge: Theft by False Representation (over \$35,000)**

Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(1), 609.05.1, 609.05.2

Maximum Sentence: Imprisonment of not more than 20 years or payment of a fine of not more than \$100,000 or both.

Offense Level: Felony

Offense Date (on or about): 07/03/2023 to 01/03/2024

Control #(ICR#): 20220031

Charge Description: On or about warrant dates July 3, 2023 through January 3, 2024, in Hennepin County, State of Minnesota, Defendant Mohamed Abdirashid Omarxeyd (DOB 12/30/1968), acting alone or by intentionally aiding, abetting, advising, hiring, counseling, or conspiring with the co-conspirators named herein to deceive a third person with a false representation which was known to be false, made with intent to defraud, and which did defraud the person to whom it was made, and obtained for herself or another over \$35,000, through the preparation or filing of a claim for reimbursement, a rate application, or cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant, acting alone or aiding and abetting others, submitted, or aided and abetted in the submission of, claims that he knew were not provided by others, or he knew were ineligible for reimbursement. The fraudulent claims were submitted to the Minnesota Department of Human Services and Medica who, in reliance on those claims, gave up possession of \$436,631.24.

COUNT II**Charge: Theft by False Representation (over \$35,000)**

Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(1), 609.05.1, 609.05.2

Maximum Sentence: Imprisonment of not more than 20 years or payment of a fine of not more than \$100,000, or both.

Offense Level: Felony

Offense Date (on or about): 01/04/2023 to 06/29/2023

Control #(ICR#): 20220031

Charge Description: On or about warrant dates January 4, 2023 through June 29, 2023, in Hennepin County, State of Minnesota, Defendant Mohamed Abdirashid Omarkeyd (DOB 12/30/1968), acting alone or by intentionally aiding, abetting, advising, hiring, counseling, or conspiring with the co-conspirators named herein to deceive a third person with a false representation which was known to be false, made with intent to defraud, and which did defraud the person to whom it was made, and obtained for herself or another over \$35,000, through the preparation or filing of a claim for reimbursement, a rate application, or cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant, acting alone or aiding and abetting others, submitted, or aided and abetted in the submission of, claims that he knew were not provided by others, or he knew were ineligible for reimbursement. The fraudulent claims were submitted to the Minnesota Department of Human Services and Medica who, in reliance on those claims, gave up possession of \$1,217,503.10.

COUNT III

Charge: Theft by False Representation (over \$35,000)

Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(1), 609.05.1, 609.05.2

Maximum Sentence: Imprisonment of not more than 20 years or payment of a fine of not more than \$100,000 or both.

Offense Level: Felony

Offense Date (on or about): 06/22/2022 to 12/20/2022

Control #(ICR#): 20220031

Charge Description: On or about warrant dates June 22, 2022 through December 20, 2022, in Hennepin County, State of Minnesota, Defendant Mohamed Abdirashid Omarkeyd (DOB 12/30/1968), acting alone or by intentionally aiding, abetting, advising, hiring, counseling, or conspiring with the co-conspirators named herein to deceive a third person with a false representation which was known to be false, made with intent to defraud, and which did defraud the person to whom it was made, and obtained for herself or another over \$35,000, through the preparation or filing of a claim for reimbursement, a rate application, or cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant, acting alone or aiding and abetting others, submitted, or aided and abetted in the submission of, claims that he knew were not provided by others, or he knew were ineligible for reimbursement. The fraudulent claims were submitted to the Minnesota Department of Human Services and Medica who, in reliance on those claims, gave up possession of \$265,267.64.

COUNT IV

Charge: Theft by False Representation (over \$35,000)

Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(1), 609.05.1, 609.05.2

Maximum Sentence: Imprisonment of not more than 20 years or payment of a fine of not more than \$100,000 or both.

Offense Level: Felony

Offense Date (on or about): 12/07/2021 to 06/07/2022

Control #(ICR#): 20220031

Charge Description: On or about warrant dates December 7, 2021 through June 7, 2022, in Hennepin County, State of Minnesota, Defendant Mohamed Abdirashid Omarkeyd (DOB 12/30/1968), acting alone or by intentionally aiding, abetting, advising, hiring, counseling, or conspiring with the co-conspirators named herein to deceive a third person with a false representation which was known to be false, made with intent to defraud, and which did defraud the person to whom it was made, and obtained for herself or another over \$35,000, through the preparation or filing of a claim for reimbursement, a rate application, or cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant, acting alone or aiding and abetting others, submitted, or aided and abetted in the submission of, claims that he knew were not provided by others, or he knew were ineligible for reimbursement. The fraudulent claims were submitted to the Minnesota Department of Human Services and Medica who, in reliance on those claims, gave up possession of \$490,301.97.

COUNT V

Charge: Theft by False Representation (over \$35,000)

Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(1), 609.05.1, 609.05.2

Maximum Sentence: Imprisonment of not more than 20 years or payment of a fine of not more than \$100,000 or both.

Offense Level: Felony

Offense Date (on or about): 06/08/2021 to 12/02/2021

Control #(ICR#): 20220031

Charge Description: On or about warrant dates June 8, 2021 through December 2, 2021, in Hennepin County, State of Minnesota, Defendant Mohamed Abdirashid Omarkeyd (DOB 12/30/1968), acting alone or by intentionally aiding, abetting, advising, hiring, counseling, or conspiring with the co-conspirators named herein to deceive a third person with a false representation which was known to be false, made with intent to defraud, and which did defraud the person to whom it was made, and obtained for herself or another over \$35,000, through the preparation or filing of a claim for reimbursement, a rate application, or cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant, acting alone or aiding and abetting others, submitted, or aided and abetted in the submission of, claims that he knew were not provided by others, or he knew were ineligible for reimbursement. The fraudulent claims were submitted to the Minnesota Department of Human Services and Medica who, in reliance on those claims, gave up possession of \$527,964.94.

COUNT VI

Charge: Theft by False Representation (over \$35,000)

Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(1), 609.05.1, 609.05.2

Maximum Sentence: Imprisonment of not more than 20 years or payment of a fine of not more than \$100,000 or both.

Offense Level: Felony

Offense Date (on or about): 12/08/2020 to 05/25/2021

Control #(ICR#): 20220031

Charge Description: On or about warrant dates December 8, 2020 through May 25, 2021, in Hennepin County, State of Minnesota, Defendant Mohamed Abdirashid Omarkeyd (DOB 12/30/1968), acting alone or by intentionally aiding, abetting, advising, hiring, counseling, or conspiring with the co-conspirators named herein to deceive a third person with a false representation which was known to be false, made

with intent to defraud, and which did defraud the person to whom it was made, and obtained for herself or another over \$35,000, through the preparation or filing of a claim for reimbursement, a rate application, or cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant, acting alone or aiding and abetting others, submitted, or aided and abetted in the submission of, claims that he knew were not provided by others, or he knew were ineligible for reimbursement. The fraudulent claims were submitted to the Minnesota Department of Human Services who, in reliance on those claims, gave up possession of \$109,805.60.

COUNT VII

Charge: Theft by False Representation (over \$35,000)

Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(1), 609.05.1, 609.05.2

Maximum Sentence: Imprisonment of not more than 20 years or payment of a fine of not more than \$100,000, or both.

Offense Level: Felony

Offense Date (on or about): 05/27/2020 to 11/24/2020

Control #(ICR#): 20220031

Charge Description: On or about warrant dates May 27, 2020 through November 24, 2020, in Hennepin County, State of Minnesota, Defendant Mohamed Abdirashid Omarxeyd (DOB 12/30/1968), acting alone or by intentionally aiding, abetting, advising, hiring, counseling, or conspiring with the co-conspirators named herein to deceive a third person with a false representation which was known to be false, made with intent to defraud, and which did defraud the person to whom it was made, and obtained for herself or another over \$35,000, through the preparation or filing of a claim for reimbursement, a rate application, or cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant, acting alone or aiding and abetting others, submitted, or aided and abetted in the submission of, claims that he knew were not provided by others, or he knew were ineligible for reimbursement. The fraudulent claims were submitted to the Minnesota Department of Human Services who, in reliance on those claims, gave up possession of \$95,932.72.

COUNT VIII

Charge: Theft by False Representation (over \$35,0000)

Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(1), 609.05.1, 609.05.2

Maximum Sentence: Imprisonment of not more than 20 years or payment of a fine of not more than \$100,000 or both.

Offense Level: Felony

Offense Date (on or about): 01/22/2020 to 05/12/2020

Control #(ICR#): 20220031

Charge Description: On or about warrant dates January 22, 2020 through May 12, 2020, in Hennepin County, State of Minnesota, Defendant Mohamed Abdirashid Omarxeyd (DOB 12/30/1968), acting alone or by intentionally aiding, abetting, advising, hiring, counseling, or conspiring with the co-conspirators named herein to deceive a third person with a false representation which was known to be false, made with intent to defraud, and which did defraud the person to whom it was made, and obtained for herself or another over \$35,000, through the preparation or filing of a claim for reimbursement, a rate application, or cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual

services provided by a vendor of medical care, to wit: Defendant, acting alone or aiding and abetting others, submitted, or aided and abetted in the submission of, claims that he knew were not provided by others, or he knew were ineligible for reimbursement. The fraudulent claims were submitted to the Minnesota Department of Human Services who, in reliance on those claims, gave up possession of \$70,251.26.



MINNESOTA JUDICIAL BRANCH

STATEMENT OF PROBABLE CAUSE

The Complainant states that the following facts establish probable cause:

Your affiant, Sarah Levine, is a Lead Investigator with the Medicaid Fraud Control Unit (MFCU) of the Minnesota Attorney General's Office. As a Lead Investigator for the MFCU, I investigate allegations of billing fraud by health care agencies and providers enrolled in the Minnesota Medical Assistance (Medicaid) program. In this capacity, I investigated Guardian Home Health Services, Inc. (Guardian), owned by Mohamed Abdirashid Omarxeyd (OMARXEYD). OMARXEYD owned Guardian, a Medicaid-enrolled home health care agency. Through Guardian, OMARXEYD defrauded the Medicaid program by submitting claims for PCA and Waivered services that were either not provided at all or not provided in accordance with the law. Based on these fraudulent claims, OMARXEYD through Guardian unlawfully received \$3,213,658.47 in Medicaid funds.

I. THE MEDICAID PROGRAM

The Medicaid program provides medical care and services to Minnesotans who meet certain income and other eligibility requirements (recipients). The Medicaid program, known in Minnesota as medical assistance, is administered by the Minnesota Department of Human Services (DHS). The DHS enrolls health care providers by entering into an agreement to furnish health care services and goods to Medicaid recipients.

Medicaid providers are informed of the laws and regulations governing their participation through the Minnesota Health Care Programs (MHCP) Provider Manual (Manual), which provides specific information for each provider type. For instance, providers must submit claims only after services are rendered and cannot submit claims that overstate either the level of care provided, or the amount of care provided. The Manual informs providers of criminal penalties for: (1) making a statement known to be false in an application for payment or for use in determining rights to such payment; (2) failing to disclose a fact affecting the vendor's initial or continuing right to receive payments with the intent to wrongfully obtain such payments; and (3) making a statement known to be false so that facility may qualify, or continue to qualify, as a home health agency. The Manual is available to providers electronically, and updates occur on a continuous basis. The DHS also issues bulletins to clarify existing laws and regulations and to summarize any changes.

The DHS further explains MHCP laws and regulations during a three-day training program called "Steps for Success." PCA services agency owners, managing employees, and qualified professionals must attend Steps for Success before enrolling in the MHCP. Finally, the DHS offers a "PCA Billing Lab" which teaches PCA services agencies how to properly bill claims to the DHS. As a condition of their enrollment in the MHCP, providers agree to comply with all rules relating to the delivery of Medicaid services to their recipients and to the submission of claims for such services, including those rules set forth in the Manual.

If a recipient is a minor or unable to direct his or her own care, a responsible party (RP) is appointed to direct and supervise the recipient's care and review and sign timesheets to verify that services have been provided. Minnesota law prohibits a recipient's PCA, Qualified Professional (QP), or home care agency or manager from serving as the RP.

As required by federal law, the MHCP prohibits providers from offering any kind of kickback, such as cash, merchandise, or other goods or services to a recipient to induce him or her to receive health care services from the provider.

A. PCA Services

The Medicaid program covers PCA services for recipients who live in their own residence, but whose illness, injury, physical condition, or mental condition creates the need for assistance with certain activities of daily living. PCA services are provided in the recipient's home, and Minnesota law limits who can serve as a PCA for a recipient. For example, PCA services cannot be provided by the recipient's spouse, parents (if the recipient is a minor child), or responsible party. PCAs are limited to providing and being paid for up to 310 hours of PCA services per month. [\[1\]](#)

PCAs must document the services they provide to recipients on a timesheet which must include the dates of service, the name and signature of the PCA and recipient, the arrival and departure time of the PCA (including a.m. and p.m. designations), the total number of hours worked daily, and a description of the services provided. A PCA Service Agency submits claims to DHS or a MCO based upon the services documented on the time sheets, using a CPT (Current Procedural Terminology) code of T1019.

For the safety of recipients, before a PCA can begin to provide services, the agency must request a background study from the DHS and receive notice from the DHS that the PCA is not disqualified from providing PCA services. The agency must also train each PCA and ensure that he or she is competent to provide assistance to recipients.

B. Waivered Services

Home and Community-Based Services ("HCBS") are Medicaid-funded services that provide assistance and support for persons with disabilities who live independently in the community. These services are sometimes referred to as 245D services or "waivered services." Waivered services include a wide variety of services, each with a unique CPT code. The waived services billed through Guardian include:

- Homemaking (CPT S5130) is non-medical assistance to recipients including cooking, cleaning, and laundry. Homemaking services are to keep a recipient's home safe and sanitary and must occur in the recipient's home.
- Companion Care for adults (CPT S5135) assists with activities of daily living such as bathing, dressing, eating, errands, and social engagements. Companion care is used to enhance a recipient's quality of life. When it is billed with the modifier UA, it indicates that night supervision occurred. Night supervision includes overnight assistance and supervision provided by staff in the person's own home when that person is assessed to require overnight services. Overnight supervision is not covered if the provider resides in the home with the recipient, the recipient sleeps through the night, or for merely preventative support.
- Unskilled respite care (CPT S5150) provides relief for other caregivers. It is not intended to provide medical care, but instead is used when the primary caregiver needs a break. When a worker bills using S5150, that worker is indicating that the primary caregiver is on a break.
- Skills training (CPT H2014), also called Individualized Home Supports (IHS), includes services that provide support in community participation, health, safety and wellness, household management, and adaptive skills, helping the recipient to develop independence and improve a recipients' quality of life. IHS does not cover services that provide supervision or primarily deliver activities of daily living support.
- Comprehensive Community Support Services (CPT H2015) is used to help recipients with substance abuse disorders or mental health issues to function in their community. A worker

assists with medication management, treatment adherence, access to community services, crisis intervention, and promoting social and interpersonal skills.

An agency providing Waivered services is responsible for coordination and evaluation of services and program management and oversight. The Agency must designate a specific staff person to provide supervision, support, and evaluation of the recipients' services. The designated person, among other things, develops and monitors the recipient's support plan for waived services.

Per Minnesota Statutes 245D.081, all license holders must have an individual(s) assigned the position and responsibilities of Designated Coordinator and Designated Manager, and this must be submitted to DHS using the Designated Coordinator and Designated Manager Verification Form. The designated coordinator must provide supervision, support, and evaluation of activities, including instruction and assistance to direct support staff implementing the support plan and the service outcomes, including direct observation of service delivery sufficient to assess staff competency. The designated manager is responsible for, in part, maintaining a current understanding of the licensing requirements sufficient to ensure compliance throughout the program, ensuring staff competency requirements are met according to the requirements in section [245D.09, subdivision 3](#), and ensuring staff orientation and training is provided according to the requirements in section [245D.09, subdivisions 4](#), 4a, and 5.

A recipient's case manager, who is not an employee of the waived agency, is responsible for assisting them in making informed decisions about their care including developing Coordinated Services and Support Plans ("CSSPs") that describe the recipient's choice of services and their individual preferences for the delivery of those services. Waivered agencies then must review the CSSP and complete an addendum and document how, when, and by whom the services will be provided.

Workers providing waived services must document the services they provide on timesheets. Timesheets for waived services also must include the time and type of services provided and must be signed by the worker and recipient verifying the service occurred. The completed timesheets are submitted to the waived agency, who then submits claims to DHS or a MCO using the appropriate CPT code, based upon the service provided.

C. Services Agencies

A recipient who qualifies for PCA or Waiver services (or his or her RP) may hire a Services Agency (Agency/Agencies) to furnish the services. The Agency acts as an intermediary between the recipient and the DHS: the Agency hires or contracts with a PCA or care provider to provide the necessary services at the home of the recipient, and the Agency contracts with the DHS or a MCO to provide the services to the recipient.

An Agency is required by the DHS to ensure the accuracy of the timesheets submitted by the PCA or another worker. Using the data from PCA or waived service timesheets, the agency submits claims for reimbursement to the DHS or the MCO. The DHS or MCO then reimburses the agency by issuing a warrant (payment), with the amount of the warrant determined by multiplying the number of units (one unit is 15 minutes) by a predetermined reimbursement rate.

Agencies are required to retain all health service and financial records relating to Medicaid claims for at least five years after the initial billing. These records include, but are not limited to, the following: appointment books, financial records, billing records, prior authorizations, care plans, and documentation of the services provided.

For the health and safety of recipients, a PCA services Agency must employ or contract with a Qualified Professional (QP) as a condition of enrollment in the Medicaid program. A QP is a professional,

such as a nurse, who oversees the PCA work to ensure that recipients are receiving the care needed to be able to remain in their homes. A QP's role at an Agency is critical and an Agency cannot enroll in the Medicaid program or operate without a QP. A QP oversees the PCAs, ensuring that the recipient's needs are met and the PCAs know how to properly provide services to the recipients. When a recipient enrolls with an agency, a QP conducts an initial visit within the first 14 days of providing services and works with the recipient to write a care plan detailing the specific needs of the recipient. A care plan is separate from the annual assessment of the recipient, which is completed by a Public Health Nurse for the county and state. After the initial visit, QP visits occur every 90 to 120 days, unless the PCA is 16 or 17 years old, then QP visits must occur every 60 days. After 180 days of services, QP visits may alternate between in-person, phone, and internet visits, if the care plan allows. When a QP visits, the QP must document the visit. An agency may submit a claim for the QP visit, including a modifier to indicate that the QP checked on the recipient and PCA. DHS will not pay claims if there is not a QP on staff properly supervising each PCA's care of his or her recipients.

II. Guardian Home Health Services, Inc.

OMARXEYD opened Guardian in 2012 as a Personal Care Assistance service agency. In January 2014, Guardian was approved to provide Waivered services as well as PCA services. OMARXEYD is the sole, 100% owner of Guardian. OMARXEYD completed DHS' training, Steps for Success in 2011. In this course, one of the topics OMARXEYD was instructed on was fraud, waste, and abuse. One of the office workers at Guardian was Ismail Abdullahi (Abdullahi). Abdullahi stated that he started work in Guardian's office in the late summer of 2023. Abdullahi stated that he worked four days a week in the office for about five or six hours a day. He stated that he collects and reviews time sheets and will hand out checks if OMARXEYD is out of the office when someone comes in for a check.

III. Guardian's Fraud

Between January 2020 and January 2024, OMARXEYD through Guardian, was paid Medicaid funds for fraudulent claims OMARXEYD conspired to submit for PCA and waived services that did not occur at all or did not occur in accordance with the law. MFCU investigators found documents showing the recipient somewhere that PCA services could not be provided, when services were reported; that workers were at other employment; that services were not eligible to be billed while the recipient was sleeping; that recipients or RPs received a portion of the money received; or that Guardian failed to pay the workers by the amount required by law. MFCU investigators also spoke with recipients, PCAs, nurses, and other service providers who did not provide services as billed by OMARXEYD through Guardian.

A. Recipient was somewhere where services could not be provided

If a recipient is hospitalized or in an inpatient treatment or care facility, Medicaid will not pay for PCA and certain waived services. In hospitals and treatment or care centers, there are trained and paid staff to care for the recipients. Medicaid will also not pay for PCA or waived services if the recipient is incarcerated as the workers would not have access to an inmate.

While recipients were hospitalized or incarcerated, OMARXEYD through Guardian billed for PCA and waived services for recipients. While M.C. was a patient at Regions or M Health Fairview, OMARXEYD billed for PCA and homemaking services for M.C. For example, M.C. was admitted to the hospital on May 14, 2023, at 11:39 a.m. and remained at Regions over a month until June 20, 2023. OMARXEYD submitted claims reporting 3 hours of PCA services each full day M.C. was in the hospital. Medicaid paid Guardian over \$2,100 for services that could not have been provided.

This was not an isolated incident. Recipient M.C. was admitted to Regions or M Health Fairview hospitals over twenty times in 2022 and 2023. Between February 2, 2022, and February 14, 2022,

OMARXEYD submitted claims for PCA and homemaking services for M.C., totaling 40 hours of services ranging from 1 to 3 hours of service a day. M.C. was a patient at M Health Fairview during this time. While M.C. was not eligible for services from Guardian while she was hospitalized, OMARXEYD submitted claims reporting services were provided to M.C. and Medicaid reimbursed those claims. Overall, OMARXEYD submitted claims and was paid over \$7,500 for services that could not have been provided while M.C. was in the hospital.

OMARXEYD also submitted claims for services when recipient K.E. was admitted to a hospital. K.E. was hospitalized on nine occasions. While K.E. was in the hospital and received care from hospital staff, OMARXEYD submitted claims reporting services were provided. For example, K.E. was in the hospital on July 12, 13, 14, and 15, 2021, yet OMARXEYD billed for twelve hours of PCA services each of these days. For these four days, Medicaid reimbursed Guardian over \$850. OMARXEYD had a deal with K.E. OMARXEYD's phone also showed a message from a housing agency, seeking confirmation of K.E.'s employment at Guardian. While K.E. was a recipient, not an employee of Guardian, she represented for purposes of renting an apartment and that she received payment from Guardian as an employee.

In addition to hospital stays, OMARXEYD also billed for respite care (giving a break to the care provider), during times when the recipient was attending school. On more than 175 days, claims were submitted for 4 to 8 hours of unskilled respite care while recipient M.H. was in school and not receiving care. M.H.'s RP stated she went to the Guardian office and told OMARXEYD what occurred during the week, and OMARXEYD would complete the timesheets. For these falsely submitted claims, Medicaid paid Guardian over \$5,000.

At times recipients were in custody, OMARXEYD continued to submit claims for services that were not provided. Recipient A.F. was in custody from September 18th through 27th, 2022. OMARXEYD submitted claims through Guardian, reporting that A.F. received almost 2 hours of PCA services daily, although A.F. was in jail. A.F.'s fiancé was a PCA for A.F. When an investigator asked her what services she provided to A.F., she replied that she provided whatever it said on the time sheet. A.F.'s fiancé later stated that OMARXEYD would complete the time sheets for her. A claim was also submitted reporting D.T. received PCA services, while he was in police custody. For these false claims, Medicaid reimbursed Guardian over \$400.

Between 2020 and 2024, OMARXEYD through Guardian submitted claims for more than 1,000 hours of PCA and waived services that could not have been provided while the recipients were hospitalized, in school, or in custody. For these false claims, Medicaid reimbursed Guardian over \$15,000.

B. Worker told MFCU Investigators they were not a Guardian employee and did not provide any services.

OMARXEYD submitted claims reporting PCA work by people who told MFCU investigators they did not work at Guardian and did not provide any services. De'aijia Bazinet (Bazinet) called the police in November 2022 to report a theft. Bazinet told Crystal Police that she went with recipient K.L. to Guardian to complete paperwork, so she could be K.L.'s PCA. Bazinet completed the application but did not start work as a PCA. Bazinet learned that her name was signed on time sheets and that K.L. would pick up the paychecks at Guardian.

Bazinet explained to MFCU investigators that she went to Guardian's office and spoke with OMARXEYD. Bazinet confronted OMARXEYD about why he would give checks to someone other than who they were made out to, and that OMARXEYD stated that K.L. said Bazinet was injured and had directed K.L. to pick up the checks. Bazinet stated that OMARXEYD stated he would remove her from Guardian. Bazinet learned that K.L. picked up another check in her name at Guardian after OMARXEYD

stated that he would remove her. OMARXEYD wrote a letter, dated October 8, 2022, confirming that Bazinet did not work at Guardian.

Beginning on August 23, 2022, and continuing until November 10, 2022, OMARXEYD submitted claims reporting that Bazinet was provided between 5 and 11½ hours of PCA services to K.L. daily. OMARXEYD continued to submit claims reporting Bazinet was K.L.'s PCA after he wrote a letter stating that Bazinet did not work at Guardian. For these false claims, Medicaid paid Guardian over \$11,000.

OMARXEYD also submitted claims reporting that Krista Wendt was the PCA for B.O. between April 2022 and April 2023. On April 4, 2023, Wendt stated to a county worker, that she had not worked in a year. OMARXEYD submitted claims reporting that Wendt provided between 3 and 10 hours of PCA services to B.O. and Guardian received over \$38,000 in Medicaid funds during this time period when Wendt said she was not providing services through Guardian.

Between April 2022 and April 2023, OMARXEYD submitted claims reporting PCAs, who did not work for Guardian, provided almost 2,500 hours of PCA services to K.L. and B.O. For these falsely reported PCA services, Medicaid paid Guardian almost \$50,000 in Medicaid fund.

C. OMARXEYD asked for blank signed time sheets

OMARXEYD was not focused on the care of the recipients, rather he sought to maximize billing. To do this, OMARXEYD routinely instructed care givers, recipients, and RPs to sign blank time sheets, stating that he would fill in the dates and times. MFCU investigators determined that the services billed and described below were not provided at all or were not eligible for reimbursement.

1. RP Taprika Norvell

Taprika Norvell (Norvell) is a single parent raising her own two boys and five adopted nieces. Norvell described her household as "discombobulated." Norvell stated that she is with the children all day and night. She stated that she began providing services for the girls about a year after they came into her home.

Norvell stated that she signed up with Guardian from a list of providers and that OMARXEYD told her the services the children could receive. Norvell stated that OMARXEYD told her that she could be both the provider and responsible party for the children. She continued that OMARXEYD also told her not to put the same times on time sheets for all the children and that the more services she listed, the more money she would receive.

Norvell stated that she did not receive any training through Guardian. Norvell stated that there was a PCA test, that workers took in OMARXEYD's office, and that he was present and assisted with the test. Norvell stated that everyone who went into the office to take the PCA test, left the office with a PCA certificate. When Norvell was shown a training log reporting that she had completed 30 hours of training through Guardian, she stated that she did not complete any training, nor was she paid for any training.

When Norvell first started at Guardian, she provided services to her aunt P.J. However, after about three months, it was too much to balance services for her children and her aunt, so Norvell stopped being a PCA for P.J. While Norvell did not provide PCA services to P.J., OMARXEYD continued to submit claims reporting that she was P.J.'s PCA. OMARXEYD reported over 2,500 hours of PCA services that Norvell did not provide to P.J. between November 2022 and December 2023, and Guardian received over \$50,000 for these falsely reported services.

Norvell stated that her niece, Iyanna Wallace, and her friend, Heather Adams, helped with the children

when needed, but that she was the primary provider for the children. Norvell admitted that the pay for the care of her children all went through her and she would distribute it to Iyanna Wallace and Heather Adams. Norvell stated that OMARXEYD instructed her to sign blank time sheets and that he would complete the dates and times. Norvell did not question this because the children were always with her. Norvell was not surprised that the time sheets reported her providing services while the children were at school because OMARXEYD told her that if she was running errands, even if the children were not with her, the time could be billed.

Norvell stated that the children sleepwalked at times, so she and Iyanna Wallace would take turns getting up in the middle of the night to make sure the children did not leave the house when sleepwalking. Norvell admitted that Iyanna Wallace did not watch movies with a child every morning from 3 a.m. until 4:30 a.m. but said OMARXEYD was "strategic" on how to bill the services and that the boxes marked were at the direction of OMARXEYD. Norvell added that the respite care was added, in case she went out of town.

When shown a photo of QP Maryan Garad, Norvell stated she had not seen this person before. Norvell stated that someone came to the house to fill out paperwork and gather contact information, but that no nurse had ever followed up. When Norvell was shown the signature page of a care plan with her name on it, she identified her signature, stating she had no idea what she was signing and that she never saw other pages of a care plan. Norvell stated that she had never seen or spoken with a nurse from Guardian, either in person or by phone. Norvell added that the only two people she interacted with at Guardian were OMARXEYD and Ismail Abudllahi.

OMARXEYD accepted incomplete time sheets from Norvell and filled them in as he wanted, not with the work that was actually provided. In completing the time sheets, he overlapped the hours for services Norvell provided to her children, although no shared care was approved. He also told Norvell to report services when the children were in school even though she did not provide the services. OMARXEYD allowed an RP to work as the provider, knowing that was not permitted, and also billed for overnight companion care, although it is not an eligible service, if the provider lives in the house with the recipient. In addition to billing for overnight services that were not covered, he instructed employees to not accurately report the services that were provided and encouraged them to bill as much as they could to make more money regardless of whether they performed the work. OMARXEYD paid Norvell, the RP, for respite care, care that was supposed to be provided by someone else to give Norvell a break. OMARXEYD permitted a minor to work without QP supervision, and in fact, no one qualified oversaw the work for five minor children, but OMARXEYD had Norvell sign blank or incomplete documents, so he could create a record if it was ever needed. OMARXEYD coordinated and submitted false claims for ineligible services for X.J., D.B., A.B., G.B., and S.B. for these false claims, Medicaid paid Guardian over \$185,000.

2. Recipient. M.H.

OMARXEYD submitted almost 5,000 hours of claims for recipient M.H. for services that were not provided and at times not eligible for Medicaid reimbursement. The coordinated Service and Support Plan (CSSP) is the plan of care for a recipient receiving Waivered services. The license holder/agency must complete a CSSP Addendum (CSSP-A), which identifies how the agency will meet the specific and individual needs of the person receiving services. M.H.'s CSSP-A stated that Ebony Brown (Brown), M.H.'s mother, would be the PCA, as well as provide Homemaking and IHS services for M.H. Brown did not pass a background study and was not eligible to provide services for M.H. OMARXEYD knew that Brown did not pass yet billed based upon the CSSP-A that Medicaid would not reimburse for, when the care giver is not eligible to provide the services. Brown further stated that OMARXEYD told her she could be both RP and the service provider for M.H.

On more than 350 days, the timesheets indicated that services were provided overnight while M.H.

was sleeping, but M.H.'s services were not covered during that time. Brown stated that M.H. required overnight care because he sleepwalks. Yet there was an assessment in July 2022, which stated that M.H. was sleeping well at night. Brown stated that she did not care if a worker was sleeping while M.H. was asleep because there was a bell on his door, so that if M.H. left his room, others would hear it.

On more than 170 days, OMARXEYD submitted claims reporting M.H. received services while he was at school. The time sheets reported M.H. receiving PCA services from 4:30 a.m. until 8:30 a.m., yet M.H. was at school by 7:15 a.m. Brown stated that it was not the PCA's handwriting on the time sheets reporting services during school times. Brown stated that she signed blank time sheets at the direction of OMARXEYD. Brown stated that OMARXEYD completed the times, and that she did not ask any questions, and just did as OMARXEYD instructed and then left.

Brown stated that PCAs Sydeja Boykin and Lakesha Powell did not provide any care to M.H. Yet OMARXEYD submitted claims reporting the two PCAs provided almost 1,000 hours of PCA services to M.H. While Brown stated someone came to the house regularly, and signed papers, there was no QP or Designated Coordinator paid or reported as providing any supervision to M.H. for months in 2023, including times when the care was provided by a minor who required additional supervision. OMARXEYD continued to submit claims, knowing that the services were not properly supervised by a nurse.

Brown received checks from Guardian. Brown stated that OMARXEYD paid her when he told her she could work but stopped after she failed the background study. However, there were checks paid to Brown from Guardian years apart, well after a background study would have been completed. In 2022 and 2023, OMARXEYD through Guardian paid Brown's son over \$30,000 more than what was reported on payroll. All but one of the checks to Brown's son were in whole dollars, which I found to be suspicious since checks that have taxes taken out are typically issued with some fractional amount that include cents. Brown stated that her son worked regular hours so the checks should be the same amount, and that he was under 18, so he did not need to file taxes until he was 18.

OMARXEYD submitted claims and received over \$115,000 in Medicaid funds for services reportedly provided to M.H. that were not provided at all, provided by an ineligible person, or were not eligible for Medicaid reimbursement.

In total, between January 2020 and January 2024, OMARXEYD submitted claims based on blank or incomplete time sheets, for services that were either not provided at all or were not eligible for reimbursement, and for these false claims received over \$260,000.

D. The recipient or worker admitted services were not provided

Lakresha "Lakesha" Powell (Powell) worked at Guardian. She initially stated that she only provided services to four recipients, two of whom were her children; however, when shown pictures of recipients, Powell then stated she provided some services to recipients who were family members for short periods. There were a few recipients that Powell stated she did not provide any services to. OMARXEYD submitted claims reporting that Powell provided more than 1,800 hours of services to these five recipients who Powell stated she never provided with services. Between January 2020 and September 2023, Medicaid paid Guardian over \$44,000, for the false claims OMARXEYD submitted.

Lakresha Powell was the RP and PCA for her children, K.P. and M.P.W. Lakresha Powell stated that OMARXEYD found out she could get services for her children. Lakresha Powell admitted that the times on the time sheets were not accurate, that the children were in school at times services were reported, but Lakresha Powell stated that she took care of her children. Lakresha Powell further admitted that she would care for the children and her fiancé at the same time, as they were all together in the house, yet the time sheets reflected that all care was one-on-one instead of shared care. As RP, Lakresha Powell

could not provide services to her children and further could not provide services to more than one person at a time, yet Lakresha Powell said that OMARXEYD told her that she could care for two recipients at a time. OMARXEYD submitted claims for services Lakresha Powell provided to her children and fiancé when the times overlapped between two recipients and with Lakresha Powell as both the RP and PCA. For these claims, Medicaid paid Guardian over \$40,000 between April 2022 and September 2023.

Lakresha Powell also admitted that her older daughter, Myesha Powell, did not provide PCA services to Lakresha Powell's younger children, while they were at school. Myesha Powell's time sheets not only reported that she provided services while the recipients were in school but also reported that she only provided one-on-one care. However, the Myesha Powell's time sheets for separate recipients overlapping care times between the recipients. Lakresha Powell stated that she completed Myesha Powell's time sheets and did not complete them accurately, but that OMARXEYD stated that was fine because they were all in the same household. Additionally, Myesha Powell was not signed up for direct deposit and did not receive any paychecks from Guardian. OMARXEYD billed for over 8,000 hours of PCA services reportedly provided by Myesha Powell yet never issued a single paycheck to Myesha Powell. Medicaid reimbursed Guardian over \$150,000 for services purported to be provided by unpaid staff, Myesha Powell.

Over the course of about five years, while Lakresha Powell worked at Guardian, she received around \$100,000 that was not reported on payroll. Lakresha Powell could not explain the extra money but said that Guardian paid her as long as she had clients.

Lakresha Powell stated that on the time sheets, she just needed to fill out the top and OMARXEYD would complete the rest. Lakresha Powell further stated that as a worker, she did not have to stay with the recipient the whole time, but OMARXEYD would bill for the entire time. Lakresha Powell said that OMARXEYD knew the services were not provided for the entire time reported, and he said that was fine.

Between January 2020 and January 2024, OMARXEYD submitted claims reporting services that were not provided and received over \$350,000 in Medicaid funds for these false claims.

E. Workers were at other employment when Guardian billed for their services

OMARXEYD submitted claims reporting cares were provided, while the providers were elsewhere or they were reporting caring for two recipients at the same time. For example, PCA Eryne Jewell (Jewell) was reported to provide PCA services to C.A. The hours on the PCA timesheets not only overlapped with Jewell's other employment, but OMARXEYD submitted claims reporting Jewell provided PCA services to C.A. on the day Jewell gave birth and immediately after as well. C.A. was a recipient that OMARXEYD paid directly, in violation of anti-kickback laws. Further, Jewell signed checks over to C.A. For these falsely submitted claims OMARXEYD through Guardian received over \$155,000 in Medicaid reimbursement.

PCA Sharita Holland (Holland) was reported to work for T.E., W.R., and T.P., all through Guardian. Holland also had other work at a senior living community. Holland's time sheets reporting her work for T.E. and W.R. overlapped with her work at the Senior living community. The time sheets all reported that Holland was providing one-on-one services to the recipients through Guardian, yet the times that Holland was reported to work for T.E. and W.R. were the same. Holland could not provide one-on-one services to two recipients at the same time, nor could she be in two places at the same time, yet OMARXEYD submitted claims for the PCA services and Guardian received almost \$98,000 for these falsely submitted claims.

PCA LaTanya Lars (Lars) reported providing PCA services to K.E. K.E. was admitted to the hospital on multiple occasions between 2020 and 2023. While K.E. was cared for by hospital staff, time

sheets continued to report Lars providing PCA services to K.E. The time sheets also reported Lars providing services to K.E., while Lars was at another job. On other occasions, the time sheets reported that Lars was providing PCA services during times when K.E. was sleeping. Additionally, there were long periods of time that K.E. did not receive a visit from a QP, including after being released from the hospital. A QP supervising K.E.'s care was essential to know that the proper care was provided, especially after a hospital stay. Although OMARXEYD attended the DHS training Steps for Success, which is required for owners and managers of PCA service agencies, and includes training on why QP supervision is necessary as well as fraud, waste, and abuse. OMARXEYD was trained on what needed to occur for him to submit a claim, including that PCA services required QP supervision to be eligible for reimbursement, yet he did not follow his training and submitted claims for unsupervised PCA services that were not even provided and Medicaid reimbursed Guardian over \$75,000.

PCA Shannyce Fitzgerald (Fitzgerald) worked as a PCA for Guardian. Fitzgerald had another job as well. Fitzgerald told OMARXEYD of her other job and her work hours at the job. OMARXEYD billed for PCA services reporting Fitzgerald was working as a PCA when she was at her other job. OMARXEYD also submitted claims reporting Fitzgerald was the PCA for M.R. and D.G., at times when Fitzgerald was not providing services to one or both of them. Fitzgerald stated that the only nurse that came to see them was the county nurse for the annual reassessment, and that no nurse from Guardian ever visited. OMARXEYD still submitted claims reporting Fitzgerald provided services to M.R. and D.G., and Medicaid paid Guardian over \$85,000 for these false claims.

OMARXEYD submitted claims reporting that PCA Tanarius Elmore was providing PCA services to A.S. and K.E. when Elmore was at work at Coborns. Additionally, the RP for A.S. stated that the time sheets she signed were blank. The RP also stated that the only nurse to visit was annually for the reassessment, and that no QP supervised A.S.'s care. OMARXEYD submitted claims for PCA services that could not have occurred while the PCA was at another job and that were unsupervised by qualified medical staff, and Medicaid reimbursed Guardian over \$120,000 for these false claims.

Between January 2020 and January 2024, OMARXEYD submitted claims for services when the worker was at another employer or when Guardian received time sheets showing the worker was billing for one-on-one services for two recipients at the same time. For these false claims, OMARXEYD through Guardian received over \$900,000.

F. Workers were paid for sleeping

As explained above, night supervision may be billed as a type of companion care when it is required and not preventive. It also cannot be billed if the worker lives with the recipient. Sleeping is not permitted at all for the worker while providing PCA services. Yet OMARXEYD submitted claims for times when the recipient and/or the worker were sleeping. For example, OMARXEYD reported that Latanya Lars provided PCA services to K.E., during K.E.'s sleeping hours. This is not PCA services and is not eligible for Medicaid reimbursement, yet OMARXEYD submitted claims for these PCA services and received over \$13,000 in Medicaid funds.

Individualized Home Supports (IHS) are services that provide support and training in the community. These services do not cover supervision and are not reimbursable when providing supervision during the recipient's primary sleep hours. However, OMARXEYD accepted timesheets for a child, M.H., for IHS services reported to be provided during the night. M.H.'s mother and RP, Brown, stated that M.H. gets IHS services because he sleepwalks. Brown also stated that Guardian worker, Louigi Glapion (Glapion), who she found through Guardian, would come after work and stay overnight, during M.H.'s primary sleeping hours. Additionally, Brown stated OMARXEYD instructed her to sign the timesheets and leave them for him to fill out. Yet OMARXEYD submitted claims for these ineligible services and Medicaid reimbursed Guardian over \$45,000.

Norvell was the RP for her five nieces, who all lived in the same house with an older niece, Iyanna Wallace (Wallace). Wallace reported providing respite care for all five children throughout the night. Norvell stated that at times the children would sleepwalk, so they needed to be around in case one of the children may sleepwalk. However, Norvell stated sometimes she would get up and sometimes Wallace would get up. Norvell stated OMARXEYD instructed her to fill out the timesheets that way, and that she was approved for respite services when she asked her case manager what she could do if she went out of time. Norvell also stated OMARXEYD was “strategic” about how to fit their services, and that the timesheets did not reflect the cares that were happening. Guardian never paid Wallace, instead her payments went to Norvell. Yet OMARXEYD told Norvell that it could be billed and submitted claims for these ineligible services. Medicaid reimbursed Guardian over \$50,000 for these false claims.

Between January 2020 and January 2024, OMARXEYD submitted claims for ineligible claims because it was during the recipient’s primary sleep hours or the worker was sleeping and was not eligible for reimbursement. For these false claims, OMARXEYD through Guardian received over \$110,000.

G. Guardian paid recipients or RPs and underpaid staff

OMARXEYD did not pay all employees fair wages with taxes withheld. Many checks were in whole dollars, which is unusual when taxes are properly withheld and can be indicia of fraud. OMARXEYD also paid a fraction of the amount Guardian was reimbursed to PCAs, when the law requires a PCA to make 72.5% of the Medicaid reimbursement in wages and benefits. This underpayment can be evidence of services being billed but not provided, as it demonstrates that an agency is billing for PCA services yet not paying the individual PCA who are supposedly providing the services.

For example, OMARXEYD submitted claims listing Marie Wood (Wood) as the PCA for J.M. (James Jr Martin). On more than 600 days, between December 2019 and July 2023, the submitted claims reported that Wood provided between 3 ½ and 7 hours of PCA services to J.M. However, Wood’s wages were less than 60% of what Medicaid paid to Guardian and almost a third of the wages paid to Wood went directly to J.M., which violated anti-kickback laws and reduced Wood’s wages even more. When a PCA is not paid the wages required by statute and the recipient is receiving money from the PCA or Agency, it is indicative that the PCA services are not being provided, such that OMARXEYD through Guardian, is the one benefiting the most from the arrangement, in this example, by receiving over 40% of the Medicaid reimbursement. For OMARXEYD’s submission of claims reporting services by Wood to J.M., Medicaid reimbursed Guardian over \$40,000.

In 2020 and 2021, OMARXEYD submitted claims reporting that Keirria Davis-Powell (Davis-Powell) provided PCA services to M.H. and A.N. between October 2019 and March 2021, yet Davis-Powell did not receive a paycheck from Guardian after April 15, 2020. When Davis-Powell was paid it was for less than the amount required to be paid to a PCA. Further, M.H.’s RP stated that Davis-Powell only provided PCA services to M.H. for a short time and then stopped. Davis-Powell did not provide services for a year and a half as OMARXEYD claimed. Yet, Medicaid reimbursed Guardian over \$45,000 for the false claims OMARXEYD submitted reporting Davis-Powell as a PCA when she was neither working for Guardian as a PCA nor receiving wages for the services OMARXEYD reported Davis-Powell to have provided.

Perrinesha King (King) worked as a PCA at Guardian and was the PCA for her brother, A.S. and another family member, A.P. Another Guardian PCA, Sonyaross Adesuyan (Adesuyan) aka Sonyaross Davenport, is the mother of King and A.S., and the RP for A.S. While Adesuyan was the RP for A.S., the timesheets had A.S.’s signature on them, however, A.S.’s signature varied greatly on the time sheets. A.S.’s signature is also on pre-signed sheets for QP visits, and on a blank care plan. A.S.’s signature on these blank documents displays the last name signed with a \$ for the S. Another Guardian PCA, Sylvia

Davenport (Davenport), was the RP for her child A.P. The time sheets for A.P. name one PCA, but OMARXEYD billed under King. Additionally, there were text messages in December 2023 from Davenport to OMARXEYD stating that she should be the one who gets the checks for A.P. and not King. Despite OMARXEYD billing for A.S. and A.P. under King's name, King was paid less than the amount required to be paid to a PCA. Additionally, from November 2019 to March 2021, King was paid mostly in even amounts of \$400 or \$435. Collectively, these circumstances indicated that services OMARXEYD billed were not provided.

OMARXEYD worked with other recipients, RPs, and workers to set up the illusion of services, but with the intent to use Medicaid as a bank rather than care for the recipient. OMARXEYD paid recipient K.J. K.J.'s son D.M.'s PCA, Melonie James, signed checks over to K.J. as well. OMARXEYD through Guardian received over \$27,000 for claims billed through this scheme.

OMARXEYD also paid other PCAs less than the statutory required amount. For example, PCAs Ian Stern (Stern) and Tiki Coleman received just over 50% of the Medicaid funds paid out for the PCA services that Guardian billed as if they provided, and those checks are signed over to the recipient they reporting caring for. OMARXEYD through Guardian profited from this scheme, pocketing the difference that was not paid to the PCA. For these schemes, OMARXEYD through Guardian received nearly \$85,000.

Between January 2020 and January 2024, OMARXEYD submitted claims and received over \$425,000 in Medicaid funds that he did not properly pay to the workers, indicating that services were not actually provided by these workers. OMARXEYD also submitted over \$100,000 in claims for which he paid the Responsible Party or recipient in violation of anti-kickback laws.

H. There was no active QP on Staff

As explained above, a QP is essential to the operation of a PCA Service Agency. It is the responsibility of the QP to ensure that recipients are receiving proper care in order to safely live in their homes. Without QP supervision, PCA services are not eligible for Medicaid reimbursement because of the essential work QPs perform to ensure proper care for a recipient. When a QP joins an Agency, they sign a QP Acknowledgement form stating that by signing the form, they acknowledge and certify the following:

- Understand the qualifications of a QP
- Meet the qualifications
- Are aware of the duties and responsibilities of a QP for the Agency
- Assume the duties of a QP

Waivered services agencies also are required to have a Designated Coordinator and a Designated Manager. A Designated Coordinator oversees an agency's responsibility to support the recipient by providing supervision, support, and evaluation to ensure the recipient's outcomes are met, and that care is effective. A Designated Manager makes sure the coordinator's duties are completed and ensures staff competency through orientation and additional training. Proper supervision of Waivered services is required for the services to be eligible for Medicaid reimbursement.

For nurses, OMARXEYD made the QP acknowledgement form part of the application process. However, the nurse did not work for Guardian. For example, Guardian submitted documentation to DHS in March 2021, listing Maryan Nur Ahmed as its QP. Ms. Ahmed stated that she filled out the paperwork for employment at Guardian, including a QP acknowledgement form, but did not actually start working there

due to scheduling. Ms. Ahmed stated that she went to the Guardian office and was given some files to review but did not visit any recipients, nor did she complete any QP supervision notes. Ms. Ahmed commented that anything she reviewed was unofficial as she was training, and she did not sign anything regarding a recipient, nor was she ever paid. Ms. Ahmed stated she went through some training to keep her options open and was not concerned about her name on paperwork, if she was not working. Ms. Ahmed indicated that she would have an issue if Guardian was using her license to bill.

There were two other nurses, Maryan Haji Garad (Garad) and Amina Adam Issa, who Guardian listed as QPs. Amina Issa (Issa) signed a QP Acknowledgment form on December 1, 2015, for Guardian. Issa completed the Qualified Professional section of Steps for Success on December 29, 2014. Guardian's employee file for Issa has a document stating she passed a background study on November 24, 2015, and a second background study conducted in 2018. There was one check issued to Issa for \$180 in May 2018. Guardian's records do not indicate that Issa worked for Guardian or actually performed any QP supervision during any of the times charged in this complaint.

On December 19, 2014, Garad signed the QP Acknowledgement form, stating she was assuming the duties of QP for Guardian. Garad is also affiliated with Media Medical Center, Axis Medical Center, and is co-owner of Caring Hands Health Services, Inc. Guardian is not listed as one of Garad's employers with the Minnesota Department of Employment and Economic Development (DEED), nor was Garad on Guardian's ADP payroll. In addition to signing the QP Acknowledgement form for Guardian's PCA business, Garad signed the Designated Coordinator and Designated Manager Verification form, listing Garad as the Designated Coordinator for Guardian as of December 17, 2021.

While Garad received some checks from Guardian, she did not receive any checks from Guardian for more than fourteen months between January 2021 and March 2022, nor did she receive any checks from Guardian for a year between July 2022 until July 2023. No other QP was paid by Guardian during these times either. Additionally, OMARXEYD did not bill for any QP services during these times. Yet, OMARXEYD continued to operate GUARDIAN as if there was a QP overseeing the PCA care of recipients during these times. OMARXEYD also billed for Waivered services when there was not a Designated Coordinator overseeing the Waivered services.

OMARXEYD completed the paperwork to give the appearance that the PCA and Waivered services at Guardian were properly supervised, when there were long periods, of a year or more, that Guardian did not have actual supervision of the recipients' needs and care given. Multiple recipients, RPs, and PCAs interviewed stated that Guardian did not provide nurse supervision and the only nurse that visited was the county nurse for the annual reassessment. OMARXEYD knew that PCA and Waivered services were not being supervised because he did not submit claims for supervision during these times. Yet, OMARXEYD continued to submit claims reporting to DHS and Medica that all services were provided in compliance with the law and OMARXEYD's training through DHS. OMARXEYD was trained in how to properly operate agencies overseeing PCA and Waivered services, yet he knowingly operated Guardian without proper oversight for months at a time and through this willful disregard submitted claims through Guardian and received over \$2.3 million in Medicaid funds.

I. Guardian Bank Account Payments to OMARXEYD and others

A review of Guardian's bank accounts and payroll shows that OMARXEYD and his wife received over \$2 million. Guardian used ADP's payroll services to pay its employees. ADP records show that beginning in October 2020, OMARXEYD paid himself a salary, starting at just over \$1,300 for a two-week pay period in 2020 and increasing to over \$1,700 a pay period starting in 2021 and lasting through at least 2023.

In addition to the salary OMARXEYD paid himself from Guardian, he transferred over \$650,000

from Guardian bank accounts to Omar M Custom Management, an account that is solely controlled by OMARXEYD. He also transferred over \$450,000 from Guardian accounts to his personal accounts, as well as receiving over \$150,000 in checks, including his paychecks from Guardian. OMARXEYD also withdrew over \$195,000 in cash from Guardian bank accounts. In total, OMARXEYD personally received over \$1.4 million from Guardian through Guardian's Wells Fargo bank accounts. Guardian also used a US Bank account. From Guardian's US Bank account, OMARXEYD paid himself more than \$300,000 between February and July 2023, which is almost 40% of the Medicaid funds paid to Guardian during this time.

Through Guardian accounts, OMARXEYD also paid his wife, Anisa Warsame (Warsame), more than \$500,000. Warsame is not an employee of Guardian, nor is she listed on any of the Disclosure of Ownership forms, as owning any portion of Guardian. Guardian wrote many checks to Warsame between \$1,000 and \$6,000. The smaller checks totaled over \$150,000. Guardian also paid Warsame by larger checks between \$10,000 and \$60,000, including \$50,000 checks to Warsame on June 15, 2022, and a month later, on July 23, 2022. A check to Warsame, dated December 26, 2020, stated "Adna property" on the memo line. Adna Property owns the building in which Guardian is located. OMARXEYD is the contact for Adna Property.

The bank account also shows that OMARXEYD transferred money from Guardian's accounts to recipients including K.J. and C.A. OMARXEYD also transferred money from Guardian accounts to RPs Sharmell Cresswell and Powell.

J. Interviews

Ismail Abdullahi (Abdullahi) spoke with MFCU investigators during the search of Guardian's office. Abdullahi stated that he works in Guardian's office and checks time sheets. He explained that people get the dates wrong, so he tells OMARXEYD, who fixes the time sheets. Abdullahi stated that the time sheets are signed when he collects them. Abdullahi stated he works in the Guardian office from around 9 am until 2 or 3 pm, Monday through Thursday. In addition to collecting time sheets, Abdullahi stated that he passes out checks. He stated that if someone comes in for a check, he calls OMARXEYD to verify and then hands over the check. Abdullahi stated that he does not ask if it is a PCA or recipient coming in to pick up a check. Abdullahi stated that he was not aware of any training done at Guardian. Abdullahi was asked if the QP brings in time sheets and Abdullahi initially did not understand what a QP was; after a QP was explained to him, he replied that he did not know if QPs visit the recipients. Abdullahi was unsure whether Guardian paid any nurses. Abdullahi stated that he was paid in cash by OMARXEYD. Abdullahi stated that there are often upset people who come into the Guardian office, but he was not aware of why they were upset.

During Abdullahi's interview, he was asked about what work for Guardian was on the computer he used and for the password. Abdullahi stated that he would not give the password and at the end of the interview pulled the power cord from the computer, so that the investigators could not access the screen.

MFCU investigators also spoke with Ronnesha Edwards (Edwards) who worked as a PCA at Guardian. After she left Guardian, she learned that OMARXEYD continued to submit claims listing Edwards as providing services. Edwards stated that OMARXEYD offered to pay her for the use of her name – that Edwards would be listed as providing services, but would not actually need to provide the services, because the recipient did not need care. Edwards stated that OMARXEYD paid recipients. Edwards said that OMARXEYD would direct her on how to complete the time sheets, telling her what to fill in.

V. CONCLUSION

From January 2020 through January 2024, OMARXEYD engaged in an extensive plan to defraud the Medicaid program. Through Guardian, OMARXEYD, submitted or directed the submission of claims for services that were not eligible for reimbursement because they were not provided at all or were not provided in accordance with Minnesota law. OMARXEYD used dozens of recipients, PCAs, and care givers to falsely report that PCA and Waivered services were being provided. Each line that MFCU investigators learned was a crime, is listed on an excel spreadsheet, the charging spreadsheet. The spreadsheet has notes of why each claim line on the spreadsheet was determined to be false; in some instances, a claim was false for multiple separate reasons. There are over 40,000 individual claims that comprise the overall totals of the complaint. The spreadsheet detailing each fraudulent claim shows that Medicaid paid over \$3.2 million to Guardian based upon the fraudulent claims OMARXEYD submitted. Aggregated into six month charging periods by warrant date (the date the claim was paid), OMARXEYD aided and abetted in fraudulent schemes and caused the Medicaid program to overpay as follows:

Count	Warrant Dates	Overpayment
1	July 3, 2023 – January 3, 2024	\$ 436,631.24
2	January 4, 2023 – June 29, 2023	\$1,217,503.10
3	June 22, 2022 – December 20, 2022	\$ 265,267.64
4	December 7, 2021 – June 7, 2022	\$ 490,301.97
5	June 8, 2021 – December 2, 2021	\$ 527,964.94
6	December 8, 2020 – May 25, 2021	\$ 109,805.60
7	May 27, 2020 – November 24, 2020	\$ 95,932.72
8	January 22, 2020 – May 12, 2020	\$ 70,251.26
TOTAL		\$3,213,658.47

[1] This is an increase from 275 hours a month. The increase occurred during COVID and remains in place. Some of the times in this complaint the maximum number of hours a month was 275.

SIGNATURES AND APPROVALS

Complainant requests that Defendant, subject to bail or conditions of release, be:
(1) arrested or that other lawful steps be taken to obtain Defendant's appearance in court; or
(2) detained, if already in custody, pending further proceedings; and that said Defendant otherwise be dealt with according to law.

Complainant declares under penalty of perjury that everything stated in this document is true and correct. Minn. Stat. § 358.116; Minn. R. Crim. P. 2.01, subds. 1, 2.

Complainant

Sarah Levine
Lead Investigator
445 Minnesota Street
Suite 1400
St. Paul, MN 55101

Electronically Signed:
01/12/2026 08:51 AM
Anoka County, Minnesota

Being authorized to prosecute the offenses charged, I approve this complaint.

Prosecuting Attorney

Kristi Nielsen
445 Minnesota Street
Suite 1400
St. Paul, MN 55101
(651) 296-3353

Electronically Signed:
01/12/2026 08:17 AM

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FINDING OF PROBABLE CAUSE

From the above sworn facts, and any supporting affidavits or supplemental sworn testimony, I, the Issuing Officer, have determined that probable cause exists to support, subject to bail or conditions of release where applicable, Defendant's arrest or other lawful steps be taken to obtain Defendant's appearance in court, or Defendant's detention, if already in custody, pending further proceedings. Defendant is therefore charged with the above-stated offense(s).

☒ **SUMMONS**

THEREFORE YOU, THE DEFENDANT, ARE SUMMONED to appear as directed in the Notice of Hearing before the above-named court to answer this complaint.

IF YOU FAIL TO APPEAR in response to this SUMMONS, a WARRANT FOR YOUR ARREST shall be issued.

☐ **WARRANT**

To the Sheriff of the above-named county; or other person authorized to execute this warrant: I order, in the name of the State of Minnesota, that the Defendant be apprehended and arrested without delay and brought promptly before the court (if in session), and if not, before a Judge or Judicial Officer of such court without unnecessary delay, and in any event not later than 36 hours after the arrest or as soon as such Judge or Judicial Officer is available to be dealt with according to law.

☐ **Execute in MN Only**☐ **Execute Nationwide**☐ **Execute in Border States**☐ **ORDER OF DETENTION**

Since the Defendant is already in custody, I order, subject to bail or conditions of release, that the Defendant continue to be detained pending further proceedings.

Bail: \$

Conditions of Release:

This complaint, duly subscribed and sworn to or signed under penalty of perjury, is issued by the undersigned Judicial Officer as of the following date: January 12, 2026.

Judicial Officer

Carrie Ryan_Gallia

Electronically Signed: 01/12/2026 10:55 AM

Sworn testimony has been given before the Judicial Officer by the following witnesses:

**COUNTY OF HENNEPIN
STATE OF MINNESOTA**

State of Minnesota

Plaintiff

vs.

Mohamed Abdirashid Omarxeyd

Defendant

LAW ENFORCEMENT OFFICER RETURN OF SERVICE

*I hereby Certify and Return that I have served a copy of this
Summons upon the Defendant herein named.*

Signature of Authorized Service Agent:

27-CR-26-1082
DEFENDANT FACT SHEET

Filed in District Court
State of Minnesota
1/13/2026

Name: Mohamed Abdirashid Omarkeyd
DOB: 12/30/1968
Address: 2812 13th Avenue SE
Minneapolis, MN 55407-1418

Alias Names/DOB:

SID:

Height:

Weight:

Eye Color:

Hair Color:

Gender:

Race:

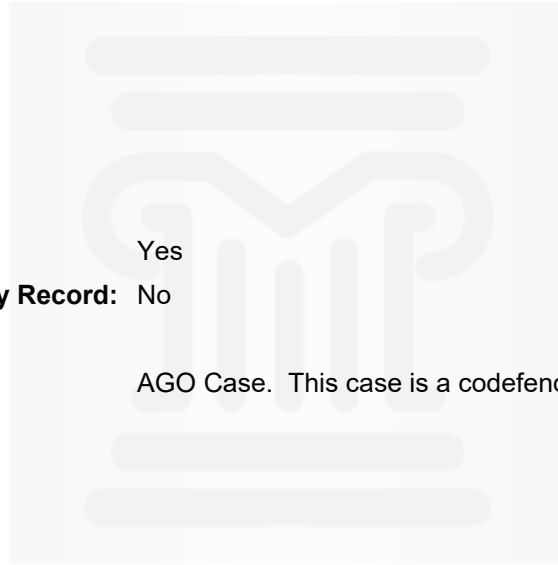
Fingerprints Required per Statute: Yes

Fingerprint match to Criminal History Record: No

Driver's License #:

Case Scheduling Information: AGO Case. This case is a codefendant of Maryan Garad, also filed today.

Alcohol Concentration:



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STATUTE AND OFFENSE GRID

Cnt Nbr	Statute Type	Offense Date(s)	Statute Nbrs and Descriptions	Offense Level	MOC	GOC	Controlling Agencies	Case Numbers
1	Charge	7/3/2023	609.52.2(a)(3)(iii) Theft-Medical costs	Felony	U1059	X	MN062015A	20220031
	Penalty	7/3/2023	609.52.3(1) Theft - Firearm or property value over \$35,000	Felony	U1059	X	MN062015A	20220031
	Modifier	7/3/2023	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1059	X	MN062015A	20220031
	Modifier	7/3/2023	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1059	X	MN062015A	20220031
2	Charge	1/4/2023	609.52.2(a)(3)(iii) Theft-Medical costs	Felony	U1059	X	MN062015A	20220031
	Penalty	1/4/2023	609.52.3(1) Theft - Firearm or property value over \$35,000	Felony	U1059	X	MN062015A	20220031
	Modifier	1/4/2023	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1059	X	MN062015A	20220031
	Modifier	1/4/2023	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1059	X	MN062015A	20220031
3	Charge	6/22/2022	609.52.2(a)(3)(iii) Theft-Medical costs	Felony	U1059	X	MN062015A	20220031
	Penalty	6/22/2022	609.52.3(1) Theft - Firearm or property value over \$35,000	Felony	U1059	X	MN062015A	20220031
	Modifier	6/22/2022	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1059	X	MN062015A	20220031
	Modifier	6/22/2022	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1059	X	MN062015A	20220031
4	Charge	12/7/2021	609.52.2(a)(3)(iii) Theft-Medical costs	Felony	U1059	X	MN062015A	20220031
	Penalty	12/7/2021	609.52.3(1) Theft - Firearm or property value over \$35,000	Felony	U1059	X	MN062015A	20220031
	Modifier	12/7/2021	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1059	X	MN062015A	20220031
	Modifier	12/7/2021	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1059	X	MN062015A	20220031
5	Charge	6/8/2021	609.52.2(a)(3)(iii) Theft-Medical costs	Felony	U1059	X	MN062015A	20220031
	Penalty	6/8/2021	609.52.3(1) Theft - Firearm or property value over \$35,000	Felony	U1059	X	MN062015A	20220031
	Modifier	6/8/2021	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1059	X	MN062015A	20220031
	Modifier	6/8/2021	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1059	X	MN062015A	20220031
6	Charge	12/8/2020	609.52.2(a)(3)(iii) Theft-Medical costs	Felony	U1059	X	MN062015A	20220031
	Penalty	12/8/2020	609.52.3(1)	Felony	U1059	X	MN062015A	20220031

			Theft - Firearm or property value over \$35,000					
	Modifier	12/8/2020	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1059	X	MN062015A	20220031
	Modifier	12/8/2020	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1059	X	MN062015A	20220031
7	Charge	5/27/2020	609.52.2(a)(3)(iii) Theft-Medical costs	Felony	U1059	X	MN062015A	20220031
	Penalty	5/27/2020	609.52.3(1) Theft - Firearm or property value over \$35,000	Felony	U1059	X	MN062015A	20220031
	Modifier	5/27/2020	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1059	X	MN062015A	20220031
	Modifier	5/27/2020	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1059	X	MN062015A	20220031
8	Charge	1/22/2020	609.52.2(a)(3)(iii) Theft-Medical costs	Felony	U1059	X	MN062015A	20220031
	Penalty	1/22/2020	609.52.3(1) Theft - Firearm or property value over \$35,000	Felony	U1059	X	MN062015A	20220031
	Modifier	1/22/2020	609.05.1 Liability for Crimes of Another-Intentional	No-Level	U1059	X	MN062015A	20220031
	Modifier	1/22/2020	609.05.2 Liability for Crimes of Another-Reasonably Forseeable	No-Level	U1059	X	MN062015A	20220031

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