

2. I am an investigative or law enforcement officer of the United States within the meaning of Title 18 of the United States Code, who is empowered by law to conduct investigations of and to make arrests for federal criminal offenses, including offenses enumerated in Title 18, Title 21, and Title 42.

3. I am a Special Agent of the Federal Bureau of Investigation (“FBI”) and have been so employed since 2017. From 2017 to the present, I have been assigned to a white-collar crime unit at the Washington Field Office that focuses on the investigation of healthcare crimes, including healthcare fraud. I have investigated allegations of healthcare fraud, as well as the illegal distribution and diversion of prescription drugs. During this time, I have executed multiple search and arrest warrants related to healthcare fraud and prescription drug distribution investigations. I also have attended law enforcement training programs focused on healthcare crimes.

4. The facts in this affidavit come from my personal observations, my training and experience, and information obtained from other agents, witnesses, and agencies. This affidavit is intended to show merely that there is sufficient probable cause for the requested warrant. It does not set forth all of my knowledge, or the knowledge of others, about this matter.

THE MEDICAID PROGRAM

5. Medicaid is a medical assistance program established by Congress under Title XIX of the Social Security Act of 1965 (the “Medicaid Act”). Medicaid is overseen and administered by the Centers for Medicare and Medicaid Services, an agency within the United States Department of Health and Human Services, and provides medical insurance coverage primarily to individuals whose incomes fall below a certain financial threshold as measured against the poverty line. Under the Medicaid Act, each state, and the District of Columbia, is required to promulgate

and administer its own plan for medical assistance in accordance with federally-established minimum requirements. In D.C., the Medicaid program is administered by the District of Columbia's Department of Health Care Finance ("DHCF"), located at 441 4th Street, NW, Washington, D.C. Medicaid is jointly funded by the federal government and the District of Columbia, with the federal government paying approximately 70% of the costs of the Medicaid program.

6. The term "health care benefit program" is defined in 18 U.S.C. § 24(b) as "any public or private plan or contract, affecting commerce, under which any medical benefit, item, or service is provided to any individual, and includes any individual or entity who is providing a medical benefit, item, or service for which payment may be made under the plan or contract" and includes the D.C. Medicaid program. 18 U.S.C. § 24(b). Medicaid operates as a vendor payment program, with payments made directly to the providers.

7. D.C. Medicaid provides service payments to providers through Fee for Service ("FFS") and Managed Care Organization ("MCO") reimbursements. FFS payments are made directly to the provider each time a service is rendered to a Medicaid beneficiary. MCOs are healthcare plans for Medicaid recipients that are run by independent health insurance companies. Like other private health insurance programs, MCOs set up insurance plans outlining eligible services and reimbursement rates for their beneficiaries. These MCOs receive money from D.C. Medicaid that is then utilized to reimburse providers for services rendered to Medicaid patients based on the managed care plan. According to the DHCF website, the MCOs for Washington, D.C. are: AmeriHealth Caritas District of Columbia, Inc., MedStar Family Choice, and Care First

BlueCross Blue Shield Community Health Plan District of Columbia (formerly known as Trusted Health Plan).

8. **Holy Health Care Services, LLC** (“**Holy Health**”) has entered into Medicaid Provider Agreements with DHCF. Under these Agreements, **Holy Health** is permitted to provide healthcare services to D.C. Medicaid recipients, both FFS and MCO. As further described below, **Holy Health** was also certified by D.C. Department of Behavioral Health (“DBH”) to perform mental health services. After services are performed, **Holy Health** documents notes for these services utilizing the Integrated Care Management System (“ICAMS”), an electronic health record (“EHR”) system hosted by Credible, Inc. (“Credible”) for DBH providers. **Holy Health** then submits batches of notes in invoices for those services to DHCF, which processes the invoices and pays **Holy Health**.

PROBABLE CAUSE

Background

9. During all relevant times, **Holy Health** has operated as a mental health services provider in Washington, D.C., with National Provider Identifier (NPI) number 1851781827.

10. The alleged offenses occurred at premises associated with **Holy Health** and the **Agatha Foundation** (“**Agatha**”), specifically, a known location in Washington, D.C. (“PREMISES 1”), a separate known location in Washington, D.C., (“PREMISES 2”), and a known located in Silver Spring, MD (“PREMISES 3”).

11. On March 12, 2008, **Holy Health** was founded and registered as a business with the D.C. Department of Consumer and Regulatory Affairs (DCRA). On a “Certificate/Articles of Amendment for Domestic Limited Liability Company” filed with DCRA and dated July 22, 2015,

BAKARI and **KABIWA** are listed as having a 50 percent combined ownership interest in **Holy Health**. The listed address for them is PREMISES 3. On a “Two-Year Report for Domestic and Foreign Filing Entity” form – a biennial corporate re-registration document – filed with the DCRA Corporate Registrar and dated March 29, 2019 - **BAKARI** and **KABIWA** are listed as Corporate Governors of **Holy Health**. On the same document, PREMISES 1 is listed as **BAKARI**’s address and PREMISES 3 is listed as **KABIWA**’s address.

12. **BAKARI** owns and operates **Holy Health**. On the application to become a D.C. Medicaid provider, **BAKARI** was listed as the point of contact, owner, and Chief Operating Officer.

13. On January 29, 2015, **Holy Health** entered into an agreement with D.C. Department of Healthcare Finance (DHCF) to be a Medicaid provider. On June 15, 2015, **Holy Health** was certified by DBH to provide mental health services as a Free Standing Mental Health Clinic at PREMISES 1. A Free Standing Mental Health Clinic (“FSMHC”) is a clinic that can provide mental health treatment at a facility on an outpatient basis under the direction of a clinical director that is a physician, more specifically, a psychiatrist.

14. In an October 29, 2018 application for recertification as a DBH provider submitted to DBH, **BAKARI** is listed as **Holy Health**’s Chief Executive Officer and President. On the October 29, 2018 application for recertification as a DBH provider, **KABIWA**, who is the wife of **BAKARI**, is listed as the Vice President of **Holy Health**.

15. Title 29, Chapter 8 of the Washington, D.C. Municipal Regulations (DCMR) provides that, as a certified FSMHC, **Holy Health** was certified and agreed to provide the

following services: Individual Psychotherapy, Family Therapy, Group Therapy, Family Conferences, Complete Psychological Testing, and Prescription visits, as medically necessary.

16. A review of Medicaid Data for **Holy Health** by your affiant shows **Holy Health** billed most commonly under the following CPT codes, as defined by the D.C. Medicaid Fee Schedule: 90834 – Individual psychotherapy for 45 minutes; 90837 – Individual psychotherapy for 60 minutes; 90836 – Psychotherapy, 45 minutes with the patient and performed with an evaluation and management service; 99213 – established patient outpatient visit between 20 and 29 minutes; and 90853 – Group Therapy.

17. In 2018, **Holy Health** was certified by DBH to be a Mental Health and Rehabilitation Services (MHRS) provider and on June 8, 2018, **Holy Health** entered into a provider agreement with DHCF to bill D.C. Medicaid as an MHRS provider. An MHRS provider, in addition to on site mental health services, can also provide supportive treatment outside the facility in the community. **Holy Health** was certified to provide MHRS treatment at PREMISES 1. On October 10, 2019, **Holy Health** was certified by DBH to provide MHRS at an additional site located at PREMISES 2.

18. Title 22, Chapter A34 of the Washington, D.C. Municipal Regulations provides that, as a certified MHRS provider, **Holy Health** was certified and agreed to provide the following services: Diagnostic/Assessment, Medication/Somatic Treatment, Counseling, Community Support, Crisis/Emergency treatment, rehabilitation and day services, and community based intervention, as medically necessary. According to DBH, these services are billed most commonly under the CPT codes, as defined by the D.C. Medicaid Fee Schedule, H0002 – behavioral health

screening; H0004 – behavioral health counseling and therapy; H0034 – medication/somatic treatment; and H0036 – community psychiatric supportive treatment.

19. Community Support (H0036) is a service that provides rehabilitative and educational support to mental health patients. Community support is intended to be performed with the patients outside of the clinic in the community but can be provided in both locations. Community support services are typically provided by Community Support Workers (CSW). CSWs are certified, but unlicensed, personnel with limited educational requirements above a high school diploma. H0036 is billed in units of 15 minute increments, with an allowable variance of approximately seven minutes.

Health Care Fraud

Witness 1

20. Around July 2017,¹ a former patient of **Holy Health** reported to the Washington, DC, Office of Inspector General, Medicaid Fraud Control Unit (“MFCU”) that **Holy Health** was paying homeless people to physically go to PREMISES 1 and sign in as patients, and then fraudulently billing the Medicaid plans of those homeless individuals for mental health treatment services that **Holy Health** was not, in fact, providing.

21. MFCU provided this information to the FBI in May 2018. As a result, the FBI and MFCU initiated a joint investigation with the U.S. Department of Health and Human Services, Office of Inspector General (“HHS”).

¹ All dates and amounts are approximations. The words “on or about” and “approximately” are omitted for clarity.

22. On July 18, 2018, the FBI and MFCU interviewed Witness 1, who acted as a “recruiter” for **Holy Health** from approximately April to July 2017. During that interview, Witness 1 provided the following information.

23. In order to receive compensation for referrals, Witness 1 told homeless individuals about **Holy Health** and explained to them that they could receive \$25 if they signed up as patients at **Holy Health**. Witness 1 told the homeless individuals to go to the park near the Government Publishing Office (“GPO”), where a van would pick them up and bring them to PREMISES 1 to receive payment.² Witness 1 received \$3 from **Holy Health** for each “referral.”³

24. Prior to working as a recruiter for **Holy Health**, Witness 1 was a **Holy Health** patient at PREMISES 1.

25. On numerous occasions during his time as a **Holy Health** patient, a van picked up Witness 1 and brought him to PREMISES 1. Once there, Witness 1 signed in, saw a nurse and a doctor, and then watched Netflix until the van returned with a new group of people, at which time Witness 1 normally left PREMISES 1. According to Witness 1, the whole process took approximately 30 to 35 minutes. During the appointments, Witness 1 talked about their physical health with the nurse and doctor, but did not receive mental health counseling.

26. Witness 1 and other patients received \$25 for attending three appointments during each week. Specifically, they received \$10 for each of the first two days and \$5 for the third day.

² The GPO is located at located in Washington, DC.

³ Witness 1 provided no further information about the van. Law Enforcement later learned that **Holy Health** operated two vans that brought patients to and from PREMISES 1.

27. According to Witness 1, **Holy Health** billed Witness 1's Medicaid plan, even when Witness 1 did not have appointments with **Holy Health**.

28. Medicaid records corroborate Witness 1's statements, and show that **Holy Health** billed Witness 1's Medicaid plan from August 16, 2016 through July 28, 2017 for mental health treatment sessions, normally psychiatric appointments that lasted between 45 and 60 minutes that Witness 1 did not receive.

Witness 2

29. On July 20, 2018, the FBI and MFCU interviewed Witness 2. Witness 2 stated that he started going to **Holy Health** in early 2017. Witness 2 went to PREMISES 1 because he heard that **Holy Health** paid homeless people \$25 per week to attend mental health counseling. On a typical visit to PREMISES 1, a van with the words "**Holy Health**" on the side picked up Witness 2—along with numerous other homeless individuals—in the vicinity of the GPO.

30. During these trips, the van dropped Witness 2 off at PREMISES 1 where Witness 2 waited in the waiting room. On some occasions, Witness 2 saw a doctor who, according to Witness 2, asked Witness 2 a few questions about his health. On other occasions, Witness 2 did not meet with a doctor or any other healthcare provider, and instead received payment for signing in on a **Holy Health** sign-in sheet.

31. To receive the \$25 from **Holy Health**, Witness 2 attended appointments at PREMISES 1 three times per week. In a given week, Witness 2 received \$10 at the end of the first two appointments and \$5 at the end of the third appointment. According to Witness 2, this was the only way to receive the full \$25 from **Holy Health**.

32. In July 2017, Witness 2 decided to stop attending appointments at **Holy Health** because he was not receiving treatment.

33. Witness 2 attempted to retrieve his records from PREMISES 1. When he did so, Witness 2 was told by **Holy Health** employees that **Holy Health** would not give him his records and that Witness 2 was barred from the facility. Thereafter, Witness 2 believed that **Holy Health** was still billing his Medicaid despite Witness 2 no longer attending appointments.

34. Medicaid records corroborate Witness 2's statements, and show that **Holy Health** billed Witness 2's Medicaid plan from March 24, 2017 through July 24, 2017 for mental health treatment sessions, normally psychiatric appointments that lasted between 45 and 60 minutes, for treatment he did not receive.

Confidential Source Operations at PREMISES 1

35. From March 2019 to November 2019, two confidential sources conducted undercover, recorded appointments inside **Holy Health** at PREMISES 1 to establish that **Holy Health** was billing Medicaid for unrendered services.

36. CS1 attended nine appointments at PREMISES 1 as part of this investigation. Each time, **Holy Health** billed CS1's Medicaid plan for unrendered services.⁴ In other words, **Holy**

⁴ CS1 is obtaining financial compensation and deferred action status on deportation for CS1's cooperation with the FBI. CS1 has been convicted of felony offenses and served time in prison, though CS1's cooperation is not related to those convictions. CS1 has not been convicted of any crimes of dishonesty, nor has CS1 provided any information that your affiant knows to be false. Your affiant has corroborated information that CS1 has provided to the extent possible.

Health billed CS1's Medicaid plan for 60-minute treatment sessions or incorrect dates, when the video and audio recordings from the treatment sessions show that the sessions lasted only minutes.

37. Medicaid data also shows that **Holy Health** has used CS1's personal identifying information ("PII") to bill Medicaid for an additional 25 appointments that CS1 never attended.

38. On September 19, 2019, CS2 attended a medical appointment at PREMISES 1.⁵ CS2 told the person at the front desk that she was homeless and wanted to see a therapist for anger issues. CS2 was assisted by employees with signing up via the DBH access hotline, and then a male employee entered her personal information into a computer as a part of patient intake. CS2 was then told that she would have an appointment with a therapist the following week. CS2 was given \$10 by a front desk receptionist and then CS2 departed PREMISES 1.

39. On September 23, 2019, CS2 attended an appointment at PREMISES 1. CS2 was told by a male CSW, who has been identified as **FORKA**, that he would be her case worker. **FORKA** then told CS2 she could receive \$10 from **Holy Health** for travel to PREMISES 1. After approximately 10 minutes at the facility, CS2 received \$10 from a front desk receptionist and left PREMISES 1.

40. On September 26, 2019, CS2 attended a medical appointment at PREMISES 1. After waiting in the waiting room of PREMISES 1 for approximately 90 minutes, CS2 met with a female employee believed to be a CSW. The female CSW explained to CS2 that despite having signed up via the DBH access hotline, CS2 was not assigned to **Holy Health** in their health record

⁵ CS2 is being financially compensated for cooperation with the FBI. CS2 has no felony convictions and has not been convicted of any crimes of dishonesty, nor has CS2 provided any information that your affiant knows to be false. Your affiant corroborated information that CS2 has provided to the extent possible

system. The female CSW called the access hotline, informed them of this discrepancy, and then began intake with CS2. After an approximately one-hour appointment, the female CSW told CS2 that she would be able to see a therapist the following week. CS2 then received \$10 from a receptionist and left PREMISES 1.

41. On October 11, 2019, CS2 attended a medical appointment at PREMISES 1. CS2 was told by the front desk receptionist that she would see the nurse. After approximately 10 minutes, CS2 was told the nurse is not available. CS2 then received \$10 from a receptionist and left PREMISES 1.

42. On October 16, 2019, CS2 attended a medical appointment at PREMISES 1. CS2 met with a male employee believed to be a nurse, hereinafter referred to as "Nurse 1." Nurse 1 conducted a brief physical examination of CS2, to include taking weight and blood pressure, and discussed CS2's mental and physical health history. The examination lasted approximately 23 minutes. CS2 then returned to the waiting room. After approximately 30 minutes, CS2 received \$10 from a receptionist and left PREMISES 1.

43. On October 17, 2019, CS2 attended a medical appointment at PREMISES 1. After waiting for approximately 40 minutes, CS2 met with a female employee believed to be a Licensed Graduate Social Worker (LGSW). During their meeting, the LGSW 1 told CS2 that "I'm a therapist here, I'm an administrator here; I don't even know my role no more... for this session, I am a therapist." The meeting between the LGSW and CS2 lasted approximately 23 minutes. After waiting another approximately 14 minutes in the waiting room, CS2 received \$10 from a receptionist and departed PREMISES 1.

44. On October 22, 2019, CS2 attended a medical appointment at PREMISES 1. After waiting for approximately 25 minutes, CS2 met with **FORKA**. The meeting between **FORKA** and CS2 lasted approximately 9 minutes. After waiting another approximately 21 minutes in the waiting room, CS2 received \$10 from a receptionist and departed PREMISES 1.

45. On or about October 30, 2019, CS2 attended an appointment at PREMISES 1. After waiting for approximately 13 minutes, CS2 met with **FORKA**. The meeting between **FORKA** and CS2 lasted approximately 5 minutes. After waiting another approximately 40 minutes in the waiting room, CS2 received \$10 from a receptionist and departed PREMISES 1.

46. On November 6, 2019, CS2 attended a medical appointment at PREMISES 1. After waiting for approximately 30 minutes, CS2 met with Nurse 1 who conducted a brief physical examination of CS2 to include taking weight and blood pressure, and discussed CS2's mental and physical health history. After meeting with Nurse 1 for approximately 30 minutes, CS2 met with a female employee that claimed to be a doctor, hereinafter referred to as "Doctor 1." Doctor 1 told CS2 that she wanted to prescribe Trazodone to CS2 to help CS2 sleep. The meeting between CS2 and Doctor 1 lasted approximately 12 minutes.

47. On November 13, 2019, CS2 attended a medical appointment at PREMISES 1. CS2 met with **FORKA**. **FORKA** and CS2 briefly discussed housing. After meeting with **FORKA**, CHS signed a roster provided by a receptionist and picked up a bag containing prescription medication from the receptionist. The bag contained a pill bottle with 30 pills of Trazodone. On both the label affixed to the bag and the label affixed to the pill bottle, the prescribing physician was a male physician, hereinafter referred to as "Subject 1," and not Doctor 1. CS2 never met with

Subject 1. Based on the aforementioned labels, the prescription was filled at a Pharmacy 1, located in Hyattsville, Maryland. CS2 has never been to Pharmacy 1.

48. On November 20, 2019, CS2 attended a medical appointment at PREMISES 1. CS2 met with Nurse 1. Nurse 1 conducted a brief physical examination of CS2 to include taking weight and blood pressure, and discussed CS2's mental and physical health history. The examination lasted approximately 12 minutes. CS2 was told by the Nurse to come back in two days to see the doctor. Shortly thereafter, CS2 departed PREMISES 1.

49. On November 22, 2019, CS2 attended a medical appointment at PREMISES 1 in order to see a doctor. After waiting for approximately 15 minutes, CS2 was directed by a front desk receptionist to see Nurse 1. Nurse 1 told CS2, "You were supposed to see the doctor, not me." Nurse 1 then told her the doctor was not going to be at PREMISES 1 that day and CS2 needed to speak with the front desk to see when the doctor would be at PREMISES 1. A receptionist at the front desk told CS2 that the doctor would be in "in the next five minutes." After waiting another approximately 40 minutes to see a front desk receptionist to make an appointment, CS2 departed PREMISES 1, never having seen a doctor.

50. In total, CS2 conducted 11 appointments at PREMISES 1 as part of this investigation. Each time, **Holy Health** billed CS2's Medicaid plan for unrendered services. As was the case with CS1, **Holy Health** billed CS2's Medicaid plan for approximately 60-minute treatment sessions, when the video and audio recordings show that the sessions in fact lasted only minutes.

51. Medicaid data also shows that **Holy Health** has used CS2's PII to bill Medicaid for an additional 32 appointments that CS2 never attended.⁶

52. **Holy Health** also issued two prescriptions for Trazodone to CS2 that were filled at Pharmacy 1 in Hyattsville, Maryland. CS2 did not request or fill the prescriptions.

53. CS2 only went to **Holy Health** to conduct undercover operations at the direction of the FBI on 11 occasions, and not after November 2019. The recordings from those operations show that CS2 met with medical professionals for only several minutes. On 32 other occasions, **Holy Health** billed CS2's Medicaid plan when CS2 never went to the clinic at all.

Dominic FORKA

54. **FORKA** was a CSW at **Holy Health** from early 2018 until December 2020. On March 10, 2021, law enforcement spoke with **FORKA** and he stated that he worked at **Holy Health** until the end of 2020.

55. In an email dated September 26, 2019, from an employee of **Holy Health** (hereinafter referred to as "E-1") to the Department of Behavioral Health, with the subject, "Staff Listing for Holy Healthcare Core Service," **FORKA** is listed as a CSW and Benefits Specialist.

56. On March 9, 2021, your affiant showed a known photo of **FORKA**, obtained from the Department of Motor Vehicles (DMV) database, to CS2. CS2 stated that **FORKA** was the person that he saw all the time at **Holy Health**, and he also met CS2 at a Safeway to provide CS2

⁶ CS1 and CS2 only went to **Holy Health** at the direction and under the control of the FBI. CS1's undercover operations occurred between March 2019 and May 2019. CS2's undercover operations occurred between September 2019 and November 2019.

with prescription medication. Your affiant has viewed the recordings of CS2's appointments inside PREMISES 1, and was able to identify **FORKA** based on the same DMV photo of **FORKA**.

57. On July 29, 2020, the FBI served Credible Inc. ("Credible") with a search warrant to review **Holy Health's** electronic healthcare records (EHR) from DBH Integrated Care Management System ("ICAMS").⁷ Those records show that **Holy Health** continued to bill CS2's Medicaid plan until March 22, 2020, all for services that were never rendered. Below are the records for CS2 from ICAMS for services purportedly rendered by **FORKA**:

Service Date	Consumer	CPT Code	Staff Name	Billing Rate
10/1/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/5/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/8/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/10/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/12/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/13/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/15/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/19/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/20/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/22/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/24/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/26/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/27/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/29/2019	CS2	H0036	FORKA, Dominic	\$97.08
10/31/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/2/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/5/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/7/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/9/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/10/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/12/2019	CS2	H0036	FORKA, Dominic	\$97.08

⁷ Credible-ICAMS is a web-based electronic health record (EHR) system

Service Date	Consumer	CPT Code	Staff Name	Billing Rate
11/16/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/19/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/21/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/23/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/25/2019	CS2	H0036	FORKA, Dominic	\$97.08
11/27/2019	CS2	H0036	FORKA, Dominic	\$72.81
11/30/2019	CS2	H0036	FORKA, Dominic	\$97.08
12/2/2019	CS2	H0036	FORKA, Dominic	\$97.08
12/4/2019	CS2	H0036	FORKA, Dominic	\$97.08
12/6/2019	CS2	H0036	FORKA, Dominic	\$97.08
12/9/2019	CS2	H0036	FORKA, Dominic	\$97.08
12/11/2019	CS2	H0036	FORKA, Dominic	\$97.08
1/10/2020	CS2	H0036	FORKA, Dominic	\$97.08
1/12/2020	CS2	H0036	FORKA, Dominic	\$97.08
1/16/2020	CS2	H0036	FORKA, Dominic	\$97.08
1/19/2020	CS2	H0036	FORKA, Dominic	\$97.08
1/26/2020	CS2	H0036	FORKA, Dominic	\$97.08
1/29/2020	CS2	H0036	FORKA, Dominic	\$97.08
1/31/2020	CS2	H0036	FORKA, Dominic	\$97.08
2/1/2020	CS2	H0036	FORKA, Dominic	\$97.08
2/2/2020	CS2	H0036	FORKA, Dominic	\$97.08
2/4/2020	CS2	H0036	FORKA, Dominic	\$97.08
2/6/2020	CS2	H0036	FORKA, Dominic	\$97.08
2/8/2020	CS2	H0036	FORKA, Dominic	\$97.08
2/10/2020	CS2	H0036	FORKA, Dominic	\$97.08
2/12/2020	CS2	H0036	FORKA, Dominic	\$97.08
2/14/2020	CS2	H0036	FORKA, Dominic	\$48.54
2/18/2020	CS2	H0036	FORKA, Dominic	\$97.08
2/20/2020	CS2	H0036	FORKA, Dominic	\$97.08
3/1/2020	CS2	H0036	FORKA, Dominic	\$97.08
3/7/2020	CS2	H0036	FORKA, Dominic	\$97.08
3/8/2020	CS2	H0036	FORKA, Dominic	\$97.08
3/9/2020	CS2	H0036	FORKA, Dominic	\$97.08
3/15/2020	CS2	H0036	FORKA, Dominic	\$97.08
3/16/2020	CS2	H0036	FORKA, Dominic	\$97.08
3/18/2020	CS2	H0036	FORKA, Dominic	\$97.08
3/22/2020	CS2	H0036	FORKA, Dominic	\$97.08

58. ICAMS not only stores billing and EHR data in its system, an access log is maintained regarding use of the system. This access log shows the date and time that each user accessed a note, along with a general purpose, such as a adding a note. Each user of the ICAMS system is assigned an individual profile that is tied to a unique username and email. Each user has different levels of capabilities access rights based on agency designation; however, regardless of access level, one user cannot access another’s profile without exploiting the username and password. An example of a note access log is below in a screenshot from ICAMS⁸.

Staff Name:	Dominic Forka	Consumer Name:	CS2	Date:	2/4/2020
Date	User	Category	Action	Details	Date UTC
3/2/2021 5:57:35 PM		Print	PRINT CLIENT VISIT		3/2/2021 10:57:35 PM
3/2/2021 5:06:52 PM		Print	PRINT CLIENT VISIT		3/2/2021 10:06:52 PM
3/2/2021 5:06:29 PM		Access	ACCESS CLIENT VISIT		3/2/2021 10:06:29 PM
3/2/2021 5:05:36 PM		Access	ACCESS CLIENT VISIT		3/2/2021 10:05:36 PM
4/13/2020 11:19:34 PM		Access	ACCESS CLIENT VISIT		4/14/2020 3:19:34 AM
2/9/2020 8:07:26 PM		Access	ACCESS CLIENT VISIT		2/10/2020 1:07:26 AM
2/8/2020 12:49:08 PM		Access	ACCESS CLIENT VISIT		2/8/2020 5:49:08 PM
2/8/2020 12:35:13 AM		Access	ACCESS CLIENT VISIT		2/8/2020 5:35:13 AM
2/7/2020 10:10:42 PM		Access	ACCESS CLIENT VISIT		2/8/2020 3:10:42 AM
2/5/2020 7:47:08 PM		Other	APPROVE CLIENT VISIT		2/6/2020 12:47:08 AM
2/5/2020 7:47:08 PM		Access	ACCESS CLIENT VISIT		2/6/2020 12:47:08 AM
2/5/2020 7:46:59 PM		Access	ACCESS CLIENT VISIT		2/6/2020 12:46:59 AM
2/5/2020 7:46:59 PM		Changes	UPDATE CLIENT VISIT RECORD	details	2/6/2020 12:46:59 AM
2/5/2020 7:46:42 PM		Other	UNAPPROVE CLIENT VISIT		2/6/2020 12:46:42 AM
2/5/2020 7:46:42 PM		Access	ACCESS CLIENT VISIT		2/6/2020 12:46:42 AM
2/5/2020 7:46:35 PM		Access	ACCESS CLIENT VISIT		2/6/2020 12:46:35 AM
2/5/2020 7:45:50 PM		Other	APPROVE CLIENT VISIT		2/6/2020 12:45:50 AM
2/5/2020 7:45:50 PM		Access	ACCESS CLIENT VISIT		2/6/2020 12:45:50 AM
2/5/2020 7:44:59 PM		Access	ACCESS CLIENT VISIT		2/6/2020 12:44:59 AM
2/4/2020 10:42:44 PM		Access	ACCESS CLIENT VISIT		2/5/2020 3:42:44 AM
2/4/2020 7:39:24 PM	Forka, D	Additions	INSERT CLIENT VISIT WEBFORMS		2/5/2020 12:39:24 AM

59. For example, in the log above, it can be seen that on February 4, 2020 at 7:39pm, a

⁸ The search warrant was served upon Credible on July 29, 2020. Any dates on the log after that time are attributable to law enforcement access for the purposes of evidence review. Law enforcement was not granted the ability to manipulate data.

note for treatment of CS2 was entered by user “Forka, D” (**FORKA**), as denoted in the “Action” column by “INSERT CLIENT VISIT WEBFORMS.” The note shows the date of service to be “2/4/2020” and **FORKA** as the staff member that administered treatment. CS2 did not meet with **FORKA** or any other employee of **Holy Health** on February 4, 2020.

60. Your affiant viewed the access logs for the services billed for CS2. For all but two of the services entered with CPT code H0036, the logs show that **FORKA** entered the notes. On approximately 44 occasions, **FORKA** submitted notes for billing on services that never occurred or were overbilled on time.

61. For the service dated January 8, 2020, E-1 is listed as the staff member that administered the service in the table above; however, the note access log shows that the note was entered by **FORKA**.

62. Excerpts from the note access log from January 8, 2020 are below.

Service Log						Close	Print
MHRS: Community Support: HOME						ID=3921137	
Staff Name:	<input type="text"/>	Consumer Name:	<input type="text" value="CS2"/>	Date:	<input type="text" value="1/8/2020"/>		
Date	User	Category	Action	Details	Date UTC		
1/14/2020 4:13:38 PM	<input type="text"/>	Changes	Update Client Visit Form Txplus Objective	details	1/14/2020 9:13:38 PM		
1/14/2020 3:58:52 PM	<input type="text"/>	Access	ACCESS CLIENT VISIT		1/14/2020 8:58:52 PM		
1/13/2020 7:38:19 PM	<input type="text"/>	Access	ACCESS CLIENT VISIT		1/14/2020 12:38:19 AM		
1/10/2020 2:08:43 AM	Forka, D	Additions	INSERT CLIENT VISIT WEBFORMS		1/10/2020 7:08:43 AM		

63. In the log above, it can be seen that on January 10, 2020 at 7:08am, a note for treatment of CS2 was entered by user “Forka, D” (**FORKA**), as denoted in the “Action” column by “INSERT CLIENT VISIT WEBFORMS,” despite the staff name being that of E-1. CS2 did not meet with **FORKA**, E-1, or any other employee of **Holy Health** on January 8, 2020.

Kickback Payments

The Agatha Foundation

64. **Agatha** is a not for profit organization founded and run by **KABIWA. BAKARI** is the Vice President. On a notarized letter signed by **BAKARI**, to the Consulate General in Abuja Nigeria, with **Agatha** letterhead and a return address of PREMISES 1, **BAKARI** lists himself as the Vice President of **Agatha**.⁹

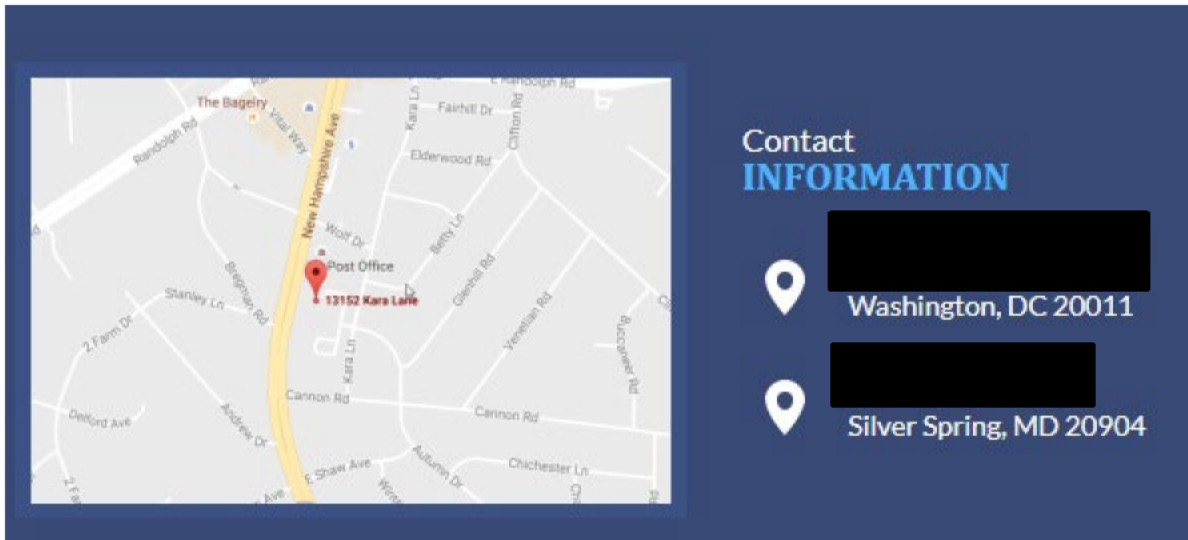
65. According to its website, **Agatha** is “a non-profit organization based in Washington, D.C., Maryland, and Africa that provides various key activities in the U.S. ... in order to bring positive changes to the lives of at-risk groups in Washington, D.C., Maryland, and in Africa.”

66. According to incorporation documents filed with DCRA, **Agatha** is headquartered at PREMISES 1. A physical sign for **Agatha** is present above the door to PREMISES 1, adjacent to the sign for **Holy Health**.

67. On the website for **Agatha** – agathafoundation.org – under the section entitled, “Contact Information,” the addresses for PREMISES 1 and PREMISES 3 are listed.

68. On the website for **Agatha**, PREMISES 1 and PREMISES 3 are listed as contact addresses, and there is a map with a pinpointed location on it of PREMISES 3, the residence of **BAKARI** and **KABIWA**.

⁹ A copy of the letter was obtained by your affiant pursuant to an authorized search warrant on **BAKARI**'s personal email address, issued in the District of Maryland on May 11, 2020.



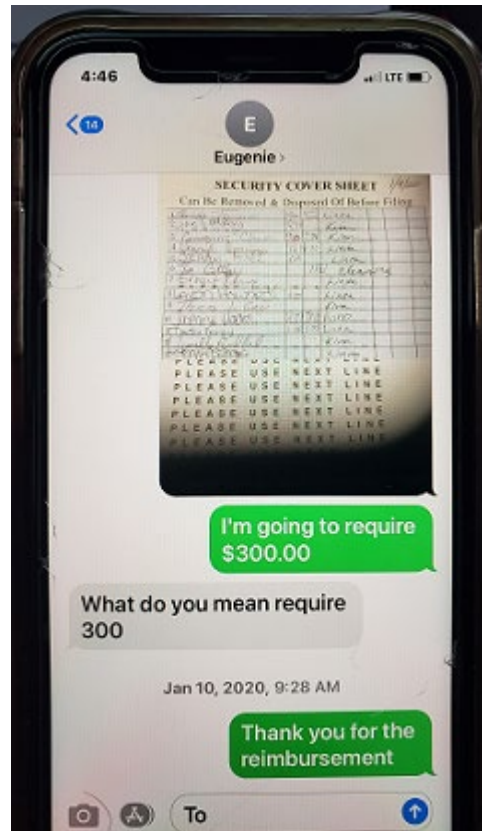
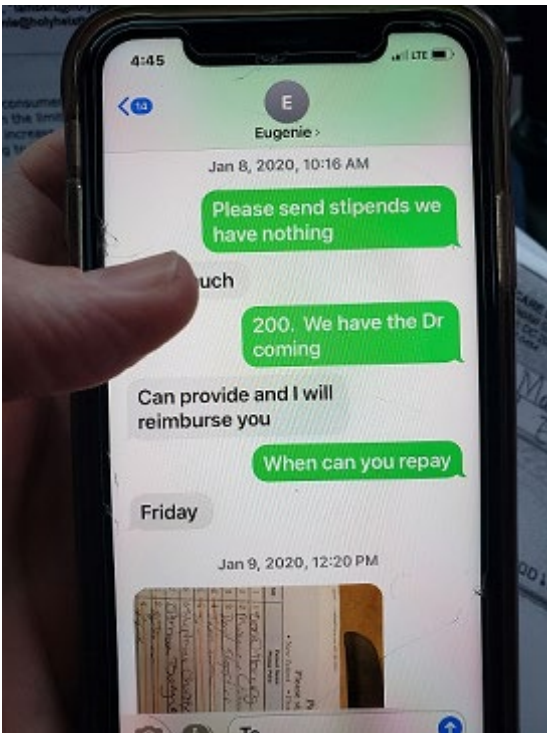
Confidential Source 3

69. On February 11, 2021, an employee of **Holy Health** cooperating with the FBI, hereinafter referred to as Confidential Source 3 (“CS3”), told your affiant that **KABIWA** utilized funds from **Agatha** to provide kickback payments to patients.¹⁰

70. When CS3 began employment with **Holy Health**, it was common practice for patients to be given kickback payments at PREMISES 1. CS3 came to work for **Holy Health** at PREMISES 2 around the time it opened in October 2019. **BAKARI** and **KABIWA** instructed CS3 to continue the practice of providing kickback payments, referring to them as “stipends,” to patients at PREMISES 2. Typically, CS3 would provide the kickback funds and then **KABIWA**, or others at **KABIWA**’s direction, would reimburse CS3 utilizing electronic payment services like “Cash App” or “Zelle,” cash payment in person, or an increase in CS3’s paycheck.

¹⁰ CS3 agreed to cooperate with the FBI because s/he feels that **Holy Health**’s billing practices and treatment of the patients are immoral. CS3 has no significant criminal history. Your affiant has been able to corroborate information provided by CS3 where possible.

71. Below are text message conversations between **KABIWA** and CS3 that show occasions of CS3 requesting reimbursement for stipend payments and **KABIWA** acknowledging the request. Typically, CS3 would provide copies of the sign-in sheets at PREMISES 2 to support the reimbursement request.



72. CS3 allowed your affiant to view some of her bank statements for her Bank of America account. Your affiant compared some of those against statements from a Bank of America account ending in 1589 (“BOA 1589”) to which DHCF makes Medicaid reimbursement payments for **Holy Health**. **BAKARI** and **KABIWA** are both signers on the BOA 1589 account.

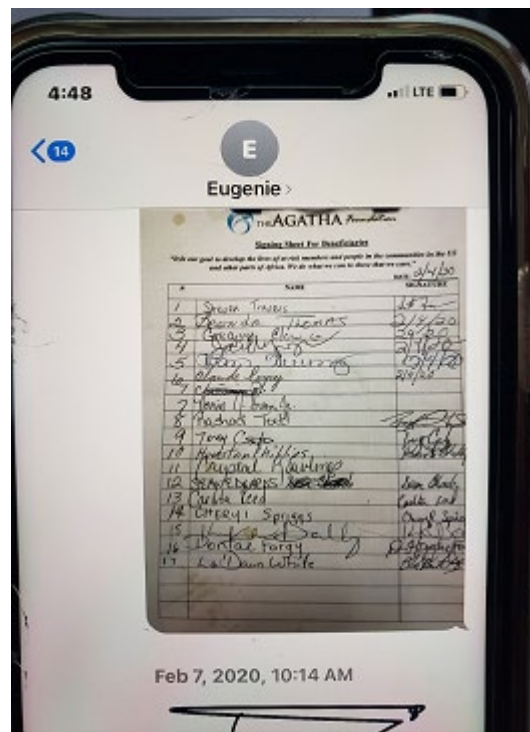
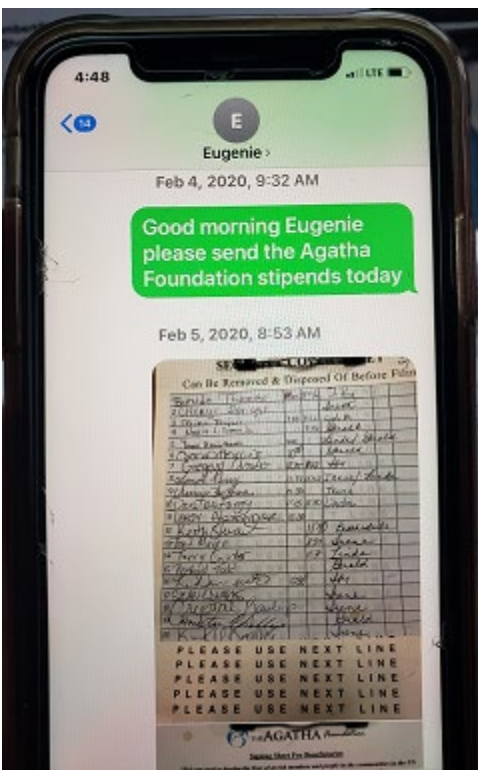
73. Based on my training and experience, your affiant knows that “Cash App,” like other electronic payment services, can send payments directly from a bank account, an associated debit or credit card, or from a cash supply deposited into the user’s Cash App account. On a BOA 1589 bank statement dated October 31, 2019, there is a withdrawal/debit entry for the check card ending in 9855 on October 25, 2019 that reflects a payment of \$160 was sent to a person with the first name and middle initial of CS3 on October 24, 2019. On a November 19, 2019 bank statement for CS3’s account, there is an entry dated October 24, 2019 for the amount of \$157.60 and labeled, “PMNT RCVD Cash App*Cash Out Visa Direct CA.” Your affiant also knows that Cash App charges a 1.5 percent fee for instant transfer to a debit card. On February 22, 2021, CS3 told your affiant that she did instant transfers of Cash App deposits in order to have the money available for future “stipends.” In summary, a Cash App deposit of \$157.60, which is \$160 less the 1.5 percent transfer fee, was made into the account of CS3 from a check card linked to BOA 1589.

74. On February 22, 2021, CS3 showed your affiant a December 3, 2019 text message she sent to **KABIWA** requesting \$300 via Cash App for “stipends.” Your affiant reviewed a printout of account activity, which is not a bank statement, but rather a summary of transactions, for CS3’s account during the period of December 2 to December 27, 2019. On the line item dated December 3, 2019 was “Cash App*Cash 12/03 PMNT RCVD Visa Direct CA.” Based on the similar nomenclature on the statement, this was another Cash App deposit from BOA 1589, and **KABIWA** executed this transaction based on the request made to her for a Cash App transfer on December 3, 2019.

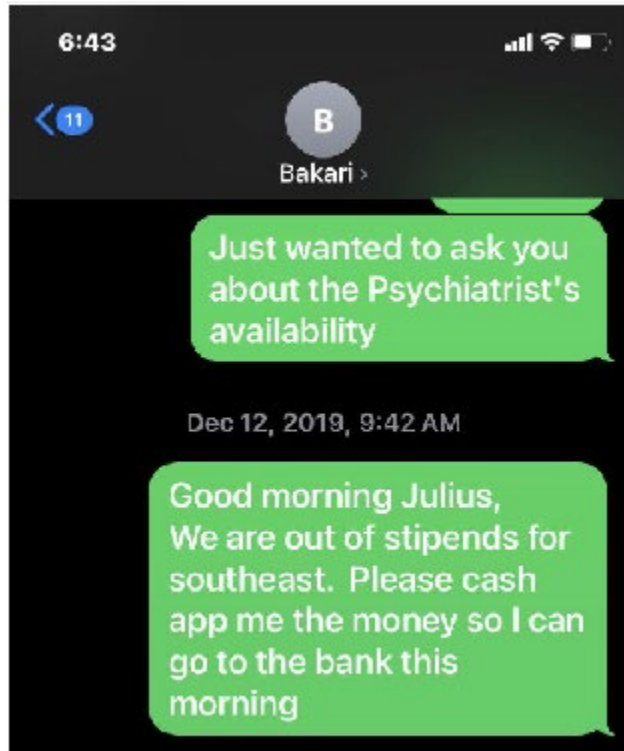
75. In January 2020, CS3 spoke with **BAKARI** about reaching out to local businesses, such as Giant Grocery Store, to provide gift cards to **Holy Health** to give to consumers. **BAKARI**

told CS3 not to do that, and that **Holy Health** did not provide the kickbacks, those funds were provided by **Agatha**. Shortly thereafter, CS3 was provided with sign-in sheets containing **Agatha** letterhead to document patient stipends at PREMISES 2.

76. Below is a series of text messages between CS3 and **KABIWA** in which they discuss stipends from **Agatha** and a picture of a sign-in sheet containing **Agatha** letterhead was sent to **KABIWA** by CS3.

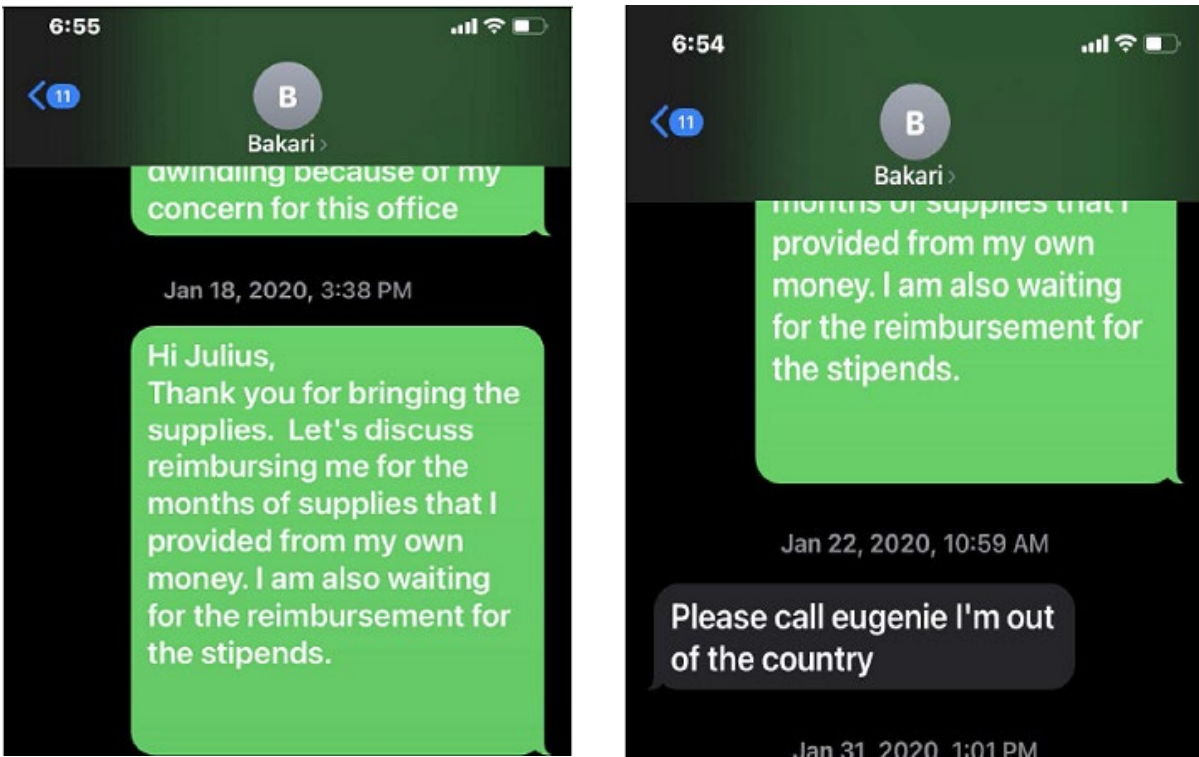


77. On December 12, 2019, CS3 sent a text message to **BAKARI** requesting reimbursement for stipends for patients. CS3 explained to your affiant that stipends were cash payments to patients. Below is the text message:



78. The December 2019 bank statement for BOA 1589 shows two Cash App payments of \$200 were made to CS3 on December 13, 2019.

79. On January 18, 2020, CS3 sent a text message to **BAKARI** requesting reimbursement for stipend payments. On January 22, 2020, **BAKARI** responded and instructed CS3 to contact “Eugenie,” also known as **KABIWA**, because **BAKARI** was out of the country. Below is the text message string:



80. The January 2020 bank statement for BOA 1589 shows that on January 24, 2020, a check for the amount of \$1,815 from BOA 1589, signed by **KABIWA**, was deposited into CS3's bank account. On that check, a memo was written, "\$1440 payrole \$375 refund." Your affiant viewed CS3's bank statement for the corresponding timeframe, and a counter credit (deposit) of \$1,815 was made on January 24, 2020. On February 22, 2021, CS3 told your affiant that she was sometimes reimbursed for kickback payments through an increase in her paycheck.

81. Pursuant to a search warrant served upon Google on May 11, 2020, your affiant obtained emails from the Gmail account belonging to **BAKARI**, hereinafter referred to as "**BAKARI** Gmail." On March 8, 2019, **BAKARI** and another employee of **Holy Health**, hereinafter referred to as E-1 received an email from DBH with the subject "FW: Please send to provider's as information around remuneration." Attached to that email were two documents

entitled, “sabgiftsandindu (remunerations policy 2002 old version)” and “OIG-Policy-Stat (policy on remunerations).” The intent of this email was to provide exact guidance regarding provision of gifts to patients. The attached documents clearly state cash payments are not permitted. **BAKARI**, in agreeing to become a Medicaid provider, agreed to follow all policies of Medicaid, including the remunerations policy, which prohibits cash payments to patients.

CONCLUSION

82. Based on the foregoing facts, there is probable cause to support the issuance of the requested criminal complaints and warrants.

Respectfully submitted,



James G. Moran
Special Agent
Federal Bureau of Investigation

Affidavit submitted by email and attested to me as true and accurate by telephone consistent with Fed. R. Crim. P. 4.1 and 4(d) this 1st day of April, 2021.



Honorable Gina L. Simms
United States Magistrate Judge