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IN THE DISTRICT COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT KETCHIKAN

STATE OF ALASKA,

Plaintiff,

vs.

SARAH LYNN MARTIN
F/K/A SARAH LYNN BRASSARD
D/B/A AURORA CARE
DOB: 10/26/1986
APSIN ID: 7514040
DMV NO.: 7343300 AK
ATN: 115745859

AURORA CARE, LLC
APSIN ID: 10081403
ATN: 115745868
Defendants.

No. 1KE-19-_____CR
(Sarah Lynn Martin)

No. 1KE-19-_____CR
(Aurora Care, LLC)

INFORMATION

I certify this document and its attachments do not contain the (1) name of a victim of a sexual offense listed in AS 12.61.140 or (2) residence or business address or telephone number of a victim of or witness to any offense unless it is an address identifying the place of a crime or an address or telephone number in a transcript of a court proceeding and disclosure of the information was ordered by the court. The following counts charge a crime involving DOMESTIC VIOLENCE as defined in AS 18.66.990: NONE

Count I - AS 47.05.210(a)(1)Fel C
Medical Assistance Fraud
Sarah Lynn Martin - 001

Count II - AS 11.56.210(a)(2)
Unsworn Falsification In The Second Degree
Sarah Lynn Martin - 002

Count III - AS 47.05.210(a)(7)
Medical Assistance Fraud
Sarah Lynn Martin - 003

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Count IV - AS 47.05.210(a)(1) Fel C
Medical Assistance Fraud
Aurora Care, LLC – 001

Count V - AS 47.05.210(a)(7)
Medical Assistance Fraud
Aurora Care, LLC – 002

THE OFFICE OF SPECIAL PROSECUTIONS CHARGES:

COUNT I

That in the First Judicial District, State of Alaska, on or between November 23, 2015 and May 19, 2018, at or near Ketchikan, SARAH LYNN MARTIN F/K/A SARAH LYNN BRASSARD D/B/A AURORA CARE knowingly submitted or authorized the submission of a claim to a medical assistance agency for property, services, or a benefit with reckless disregard that the claimant is not entitled to the property, services, or benefit and claims submitted are \$500 or more, but less than \$25,000.00.

All of which is a Felony class C offense being contrary to and in violation of 47.05.210(a)(1) and against the peace and dignity of the State of Alaska.

COUNT II

That in the First Judicial District, State of Alaska, on or about November 7, 2018, at or near Ketchikan, SARAH LYNN MARTIN F/K/A SARAH LYNN BRASSARD D/B/A AURORA CARE with the intent to mislead a public servant in the performance of a duty, submitted a false written or recorded statement which the defendant did not believe to be true on a form bearing notice, authorized by law, that false statements made in it are punishable, to wit: by answering "no" to the question concerning having been under investigation for nursing or health care related issue on her November 2018 Registered Nurse License Renewal Application.

All of which is a class A Misdemeanor offense being contrary to and in violation of AS11.56.210(a)(2) and against the peace and dignity of the State of Alaska.

COUNT III

1
2 That in the First Judicial District, State of Alaska, on or between November 23,
3 2015 and May 19, 2018, at or near Ketchikan, SARAH LYNN MARTIN F/K/A SARAH
4 LYNN BRASSARD D/B/A AURORA CARE violated a provision or a regulation
5 adopted pursuant to AS 47.07 or AS 47.08, to wit: 7 AAC 145.520, which requires the
6 care coordinator to, at a minimum, make "two contacts each month with the recipient or
7 the recipient's representative; one of the two contacts must be an in-person visit with the
8 recipient, unless the department waives the visit requirement" in advance.

9 All of which is a Misdemeanor class B offense being contrary to and in violation
10 of 47.05.210(a)(7) and against the peace and dignity of the State of Alaska.

COUNT IV

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12 That in the First Judicial District, State of Alaska, on or between March 10, 2018
13 and May 19, 2018, at or near Ketchikan, AURORA CARE, LLC knowingly submitted or
14 authorized the submission of a claim to a medical assistance agency for property,
15 services, or a benefit with reckless disregard that the claimant is not entitled to the
16 property, services, or benefit and claims submitted are \$500 or more, but less than
17 \$25,000.00.

18 All of which is a Felony class C offense being contrary to and in violation of
19 47.05.210(a)(1) and against the peace and dignity of the State of Alaska.

COUNT V

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21 That in the First Judicial District, State of Alaska, on or between March 10, 2018
22 and May 19, 2018, at or near Ketchikan, AURORA CARE, LLC violated a provision or a
23 regulation adopted pursuant to AS 47.07 or AS 47.08, to wit: 7 AAC 145.520, which
24 requires the care coordinator to, at a minimum, make "two contacts each month with the
25 recipient or the recipient's representative; one of the two contacts must be an in-person
26 visit with the recipient, unless the department waives the visit requirement" in advance.

1 All of which is a Misdemeanor class B offense being contrary to and in violation
2 of 47.05.210(a)(7) and against the peace and dignity of the State of Alaska.

3
4 The undersigned swears under oath this Information is based upon a review of
5 MFCU Investigator reports submitted to date and associated documentation.

6 Sarah Lynn Martin, formerly known as Sarah Lynn Brassard, obtained a Care
7 Coordinator Certification on March 20, 2013. A Care Coordinator must work for a
8 Certified Care Coordination agency, either by establishing their own or working for an
9 existing agency. Every Care Coordinator who serves the Medicaid recipient is certified
10 through the Department of Health and Social Services (“DHSS”) and enrolled as a
11 provider with Alaska Medicaid. See 7 AAC 130.238.

12 Once certified as a care coordinator, Sarah Martin, then known as Sarah
13 Brassard, started working for care coordination services provider agency Community
14 Connections, Inc. and continued to work for Community Connections until the last part
15 of 2015, when she went out on her own operating care coordination services to Medicaid
16 recipients through a sole proprietorship care coordination agency under the name of
17 Aurora Care. On March 10, 2018, Martin legally established Aurora Care, LLC.

18 The Medicaid Fraud Control Unit (“MFCU”) received a referral from the
19 Medicaid Program Integrity unit (“PI”) in November 2017 that alleged Care Coordinator
20 Sarah Martin was billing for monthly care coordination services while not completing
21 required in-person recipient contacts. Alaska regulations state that DHSS will pay for
22 certain monthly care coordination services “if the care coordinator ... remains in contact
23 with the recipient or the recipient's representative in a manner and with a frequency
24 appropriate to the needs and the communication abilities of the recipient, but at a
25 minimum makes two contacts each month with the recipient or the recipient's
26 representative; *one of the two contacts must be an in-person visit with the recipient,*
27 unless the department waives the visit requirement.” 7 AAC 130.240(b)(2)(A) (emphasis
added). Even when waived, the regulations require prior approval as well as “one in-
person visit every three months.” 7 AAC 130.240(d).

1 MFCU Investigator Jeanette Bartz, through her investigation, discovered that
2 Sarah Martin has billed to Medicaid approximately \$8,398.08 for monthly Care
3 Coordination services without completing the required face-to-face contacts. This total
4 includes one (1) month of services for recipient E.V. (\$262.44) in May 2017, eleven (11)
5 months of services for recipient C.J. (\$2,886.84) during June 2016 through September
6 2017, and twenty (20) months of services for recipient A.S. (\$5,248.80) during
7 November 2015 through May 2018. During the period March 10, 2018 through May 19,
8 2018, where Aurora Care was established as a corporate entity (Aurora Care, LLC)
9 through which Sarah Martin was conducting her care coordination business, the total
10 fraudulently billed was \$524.88.

11 E.V.'s mother stated that she reviewed monthly contact notes that Sarah Martin
12 had billed for E.V.'s care from January 2016 through June 2018. She explained that she
13 signs the plans of care, addendums and releases of information, but she only remembers
14 signing the monthly contact notes once or twice. She said that Sarah Martin is seeing
15 E.V. monthly now; however, she does not think the visits are what they should be.

16 When confronted about E.V.'s care by Investigators, Sarah Martin admitted that
17 many of their contacts were not scheduled, but occurred when she would bump into him.
18 She explained that one billing, for May 2017, was done in error and she overlooked
19 including it when she sent recovery paperwork to DHSS. She stated that she did not
20 follow through with E.V.'s mother's request to be present at all meetings because she
21 would not respond. She also feels that there is a lack of trust between her and E.V.'s
22 guardian due to an incident that occurred previously. Other than in May 2017, Sarah
23 Martin stated that she did make the required contacts with E.V. The amount billed to
24 Medicaid for the May 2017 contact that did not occur was \$262.44.

25 C.J.'s adoptive father told MFCU Investigator Bartz that Sarah Martin had never
26 come to Kake, Alaska to see C.J. since she became his Care Coordinator in 2016. He said
27 that she tried to get there once; however, she became stuck in Juneau and was unable to
make it. He reported that Sarah Martin told him that it was just too hard to get to Kake.
He said that she would speak to them via telephone approximately every three months to

1 talk about C.J.'s care, visits from the State nurse, and C.J.'s plan of care. He stated that
2 Sarah Martin would send him paperwork related to C.J.'s plan of care, and he would sign
3 where marked and send back.

4 Investigator Bartz spoke with C.J.'s prior care coordinator Cynthia (Cindy)
5 Thomas, who is based out of Sitka, Alaska. She reported that his guardian told her that
6 they had never met Sarah Martin, and he continued to contact Cindy for assistance with
7 Medicaid questions and forms instead of reaching out to Sarah Martin. Cindy also
8 reported that Sarah Martin told her that it is cost prohibitive for her to travel to Kake to
9 see C.J., even with visit exceptions. Sarah Martin was approved for a visit exception for
10 recipient C.J. for the period February 6, 2018 through February 5, 2019, as he lives in
11 Kake, Alaska and Sarah Martin lives in Ketchikan, Alaska. The exception does not back
12 date to any visits conducted prior to this timeframe. The plan of care that Sarah Martin
13 submitted for C.J. for February 6, 2017 to February 5, 2018, indicates that she would
14 meet with C.J. face-to-face on a monthly basis.

15 In an interview with Investigator Bartz, Martin admitted that she did not go to
16 Kake, Alaska a single time to see C.J. She saw his father one time in Juneau. She
17 explained that the flight receipts to Kake that she had provided to Investigator Bartz were
18 just quotes showing how much the flights would have cost. When asked why she billed
19 for services for C.J., she replied that she was doing a lot of phone calls and was putting in
20 a lot of effort to get him equipment and services. She figured that she had put in the
21 amount of work that was worth it; however, she said that she now knows that it was
22 wrong. Concerning the claim that was submitted for C.J. in September 2017, Sarah
23 Martin replied that this billing was truly an accident. Sarah Martin improperly billed for
24 eleven months of Care Coordination services for C.J. (June 2016, July 2016, August
25 2016, October 2016, December 2016, January 2017, February 2017, March 2017, April
26 2017, May 2017 and September 2017). The total amount that Sarah Martin billed to
27 Medicaid for monthly Care Coordination services that were not fully provided to C.J.
totals \$2,886.84.

1 Regarding Medicaid recipient A.S., October 10, 2018, Investigators spoke with
2 the owner of an assisted living home where A.S. had recently moved. She stated that she
3 did not think that A.S. was receiving services while living in Metlakatla because when
4 A.S. moved in with her, she found “huge, open, weeping sores” on A.S.

5 Sarah Martin was initially adamant that she had been completing the required
6 contacts. Investigator Bartz explained that the evidence showed otherwise, including
7 Martin’s cell phone location records. Investigators asked Sarah Martin what she thinks
8 her cell phone data showed regarding the dates that she supposedly traveled to
9 Metlakatla. She replied that they show some inaccuracies. She then admitted that
10 sometimes A.S.’s guardian would fly to Ketchikan and meet with her, but A.S. would
11 remain in Metlakatla. Sarah Martin would call A.S. and hear about what she was doing,
12 and then write the contact note. Her guardian would take the notes back for A.S. to sign.
13 She said that sometimes these notes would be filled out a month or two after a visit, and
14 sometimes she would get signatures on blank notes. She further explained that the dates
15 billed were sometimes the dates of phone calls and not the face-to-face contacts. When
16 asked why she had lied to investigators, Sarah Martin explained that she felt it best to tell
17 investigators a scenario instead of saying she didn’t know. She stated that her friend
18 Chuck Denny did take her to Metlakatla a couple of times. However, in a separate
19 interview with investigators, Mr. Denny stated that he offered to take her a few times but
20 their schedules did not line up. Chuck said that he would have taken her in his twenty-one
21 foot Trophy, and the trip takes approximately forty minutes. Chuck stated that he never
22 took Sarah Martin over to Metlakatla and the last time he offered to take her was in
23 February or March of 2018. He said that something came up and she did not call him
24 back. A review of all of the contact notes that Sarah Martin billed for A.S. between
25 September 2015 and May 2018 showed that a total of \$5,248.80 in billing for months
26 where there was no face to face contact. Two of those months, April and May of 2018
27 were billed during the life of the LLC. The total for those two months was \$524.88.

 Finally, Martin holds a Registered Nurse license with the State of Alaska. Her
most recent renewal application was due on November 30, 2018. In February 2019,

1 MFCU Investigators received a copy of Sarah Martin’s Registered Nurse Renewal
2 application which was dated November 7, 2018. In the Professional Fitness Questions,
3 Martin answered “no” to the question regarding being the subject of an investigation. The
4 question specifically states “Since the date of your last application, have you been or are
5 you currently under investigation for any nursing or health care related issue in any
6 state/territory?” At the bottom of the application there were two warnings that said it was
7 a Class A Misdemeanor under AS 11.56.210 to falsify an application and commit the
8 crime of unsworn falsification. The Medicaid Fraud Control Unit received the initial
9 referral concerning Martin on November 6, 2017. Investigator Jeanette Bartz has been
10 actively working this case since June 2018. Bartz also has had numerous phone
11 conversations with Martin since June 12, 2018. Investigator Bartz, with Investigator Don
12 McLeod, conducted an interview with Martin at her residence in Ketchikan on October
13 10, 2018. Martin had multiple contacts with MFCU investigators by phone and in person.
14 She also had contact with Medicaid Program Specialist Trig Fredrickson with DHSS
15 Senior and Disabilities Services, before Inv. Bartz initiated contact in June 2018. Her
16 prior, initial application was dated December 7, 2017.

17 BAIL INFORMATION

18 The defendant has no convictions showing in APSIN.

19 Dated at Ketchikan, Alaska, this ____ day of March, 2019.

20
21 KEVIN G. CLARKSON
22 ATTORNEY GENERAL

23
24 By: _____
25 John C. Cagle
26 Assistant Attorney General
27 Alaska Bar No. 1102009