



## West Virginia E-Filing Notice

CC-54-2024-C-361

Judge: Robert A. Waters

**To:** Johnny Blair  
John.C.Blair@wvago.gov

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# NOTICE OF FILING

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IN THE CIRCUIT COURT OF WOOD COUNTY, WEST VIRGINIA  
Department of Human Services v. Clean & Clear Advantage, LLC.  
CC-54-2024-C-361

The following complaint was FILED on 10/22/2024 3:43:49 PM

Notice Date: 10/22/2024 3:43:49 PM

Celeste Ridgway  
CLERK OF THE CIRCUIT COURT  
Wood County  
Wood County Judicial Building  
PARKERSBURG, WV 26102

(304) 424-1700  
Celeste.Ridgway@courtswv.gov

# COVER SHEET

E-FILED | 10/22/2024 3:43 PM  
CC-54-2024-C-361  
Wood County Circuit Clerk  
Celeste Ridgway

## GENERAL INFORMATION

IN THE CIRCUIT COURT OF WOOD COUNTY WEST VIRGINIA  
**Department of Human Services v. Clean & Clear Advantage, LLC.**

**First Plaintiff:**  Business  Individual  Government  Other  
**First Defendant:**  Business  Individual  Government  Other

**Judge:** Robert A. Waters

## COMPLAINT INFORMATION

**Case Type:** Civil **Complaint Type:** Other

**Origin:**  Initial Filing  Appeal from Municipal Court  Appeal from Magistrate Court

**Jury Trial Requested:**  Yes  No **Case will be ready for trial by:** 3/3/2025

**Mediation Requested:**  Yes  No

**Substantial Hardship Requested:**  Yes  No

Do you or any of your clients or witnesses in this case require special accommodations due to a disability?

- Wheelchair accessible hearing room and other facilities
- Interpreter or other auxiliary aid for the hearing impaired
- Reader or other auxiliary aid for the visually impaired
- Spokesperson or other auxiliary aid for the speech impaired
- Other: \_\_\_\_\_

I am proceeding without an attorney

I have an attorney: Johnny Blair, 100 DEE DR STE 101, CHARLESTON, WV 25311

## SERVED PARTIES

**Name:** Clean & Clear Advantage, LLC.

**Address:** 1503 Oriental Blvd, Brooklyn NY 11235

**Days to Answer:** 30                      **Type of Service:** Secretary of State - Certified - Including Copy Fee

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IN THE CIRCUIT COURT OF

WOOD

COUNTY, WEST VIRGINIA

**CIVIL CASE INFORMATION STATEMENT  
(Civil Cases Other than Domestic Relations)**

**I. CASE STYLE:**

Case No. \_\_\_\_\_

**Plaintiff(s)**

Judge: \_\_\_\_\_

WEST VIRGINIA DEPARTMENT OF HUMAN  
SERVICES

Plaintiff's Phone: (304) 558-1858

vs.

**Defendant(s)**

Days to  
Answer

Type of Service

CLEAN & CLEAR ADVANTAGE, LLC,  
Name

30

Certified Mail and Secretary of State

1503 Oriental Blvd  
Street Address

Defendant's Phone: (304) 893-9777

Brooklyn, NY 11235  
City, State, Zip Code

**II. TYPE OF CASE:**

- General Civil
- Mass Litigation [As defined in T.C.R. 26.04(a)]
  - Asbestos
  - FELA Asbestos
  - Other: \_\_\_\_\_
- Habeas Corpus/Other Extraordinary Writ
- Other: \_\_\_\_\_

- Adoption
- Administrative Agency Appeal
- Civil Appeal from Magistrate Court
- Miscellaneous Civil Petition Mental
- Hygiene
- Guardianship
- Medical Malpractice

**III. JURY DEMAND:**  Yes  No CASE WILL BE READY FOR TRIAL BY (Month/Year): 3 / 2025

**IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS?**

Yes  No

**IF YES, PLEASE SPECIFY:**

- Wheelchair accessible hearing room and other facilities
- Reader or other auxiliary aid for the visually impaired
- Interpreter or other auxiliary aid for the deaf and hard of hearing
- Spokesperson or other auxiliary aid for the speech impaired
- Foreign language interpreter-specify language: \_\_\_\_\_
- Other: \_\_\_\_\_

Attorney Name: John C. Blair, Deputy Attorney General  
Firm: WEST VIRGINIA ATTORNEY GENERAL'S OFFICE  
Address: 100 Dee Drive, Suite 101 Charleston, WV 25311  
Telephone: (304) 558-1858

Representing:  
 Plaintiff  Defendant  
 Cross-Defendant  Cross-Complainant  
 3rd-Party Plaintiff  3rd-Party Defendant

Proceeding Without an Attorney

Original and 1 copies of complaint enclosed/attached.

Dated: 10 / 22 / 2024

Signature: \_\_\_\_\_

**IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA**

**WEST VIRGINIA DEPARTMENT OF  
HUMAN SERVICES formerly known as  
WEST VIRGINIA DEPARTMENT OF  
HEALTH AND HUMAN RESOURCES,**

**Plaintiff,**

v.

**CIVIL CASE NO. 24-C-  
JUDGE \_\_\_\_\_**

**CLEAN & CLEAR ADVANTAGE, LLC,  
a West Virginia Limited Liability Company**

**Defendant.**

**COMPLAINT**

Now comes the Plaintiff, West Virginia Department of Human Services (DoHS) formerly known as the West Virginia Department of Health and Human Resources, by and through its counsel, Deputy Attorney General John C. Blair and Assistant Attorney General Stephen M. Kenney, for its complaint against the Defendant and hereby states and alleges as follows:

1. Jurisdiction and venue are properly before this Court pursuant to W.Va. Code §14-1-2.

2. The Plaintiff, DoHS, is an administrative unit of the State of West Virginia, statutorily authorized to exercise a portion of executive power, including those vested in its Bureau for Medical Services (BMS), which is the designated single state agency responsible for administering West Virginia's Medicaid Program, including through both the Fee-for-Service Medicaid Program as well as the State's risk-based Medicaid managed care program known as Mountain Health Trust.<sup>1</sup> Statutory changes enacted by the West Virginia Legislature during its

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<sup>1</sup> West Virginia Code §5F-2-1a (b)(1).

2023 Regular Session reorganized the former DHHR and created three new agencies to begin executing DHHR's former statutory responsibilities beginning on January 1, 2024, including the Plaintiff, Human Services.<sup>2</sup>

3. Upon information and belief, the Defendant, Clean and Clear Advantage, LLC is a limited liability company that is organized under the laws of the State of West Virginia with its primary place of business located at 425 Juliana Street, Parkersburg West Virginia.

**COUNT ONE – FRAUD (BILLING FOR SERVICES RENDERED  
BY CLIFFORD MARLOWE, AN UNQUALIFIED PROVIDER)**

4. The Plaintiff incorporates here, as if fully rewritten, the allegations contained in Paragraphs 1 through 3 of this *Complaint*.

5. Upon information and belief, the Defendant willfully made, attempted to make, and/or caused to be made, certain claims for benefits, payments, or allowances under the medical programs of the DoHS in connection with the operation of their facility, under such circumstances that said Defendants knew, or reasonably should have known, that such claims were false, fictitious or fraudulent, and/or failed to maintain such records as are necessary, and thereby obtained payments that were ineligible for payment, constituting fraud under West Virginia Code §9-7-6.

6. BMS Provider Manual Chapter 504 (Substance Use Disorder Services) sets forth the Medicaid Program's policies and procedures governing Residential Adult Services (RAS) for substance use disorder services. RAS are comprehensive programs for adults aged eighteen (18) years or older who have been diagnosed with substance abuse and/or co-occurring substance abuse/mental health disorders. By providing RAS to individuals who were West Virginia Medicaid

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<sup>2</sup> See House Bill 2006, available at [https://www.wvlegislature.gov/Bill\\_Text\\_HTML/2023\\_SESSIONS/RS/bills/hb2006%20sub%20enr.pdf](https://www.wvlegislature.gov/Bill_Text_HTML/2023_SESSIONS/RS/bills/hb2006%20sub%20enr.pdf) (last visited January 23, 2024).

Program beneficiaries, the Defendant was legally required to comply with the terms and conditions of BMS Provider Manual Chapter 504 at all times relevant herein.

7. The RAS billed by the Defendant included a wide variety of covered services with the provision of said services expected to be individualized to the needs of each Medicaid member, and the Defendant billed the West Virginia Medicaid Program for those services under Current Procedure Terminology (CPT) Codes H2036U1HF, H2036U5HF, and H2036U7HF, which are billed once per calendar day at per diem rates of \$175.00, \$225.00, and \$425.00, respectively.

8. Services such as RAS that are covered and authorized by the West Virginia Medicaid Program must be rendered by providers enrolled with the Program, within the scope of their license(s), and in accordance with all State and Federal regulations. If services such as RAS are rendered by enrolled providers operating outside the scope of their license or in violation of any State or Federal regulations, those services are not covered or reimbursable by the Medicaid Program.

9. Between approximately May 26, 2021 and January 31, 2022, the Defendant employed Clifford Marlowe as a Master's Level therapist to perform services allegedly rendered on behalf of fifty-two (52) Medicaid patients, but Marlowe did not possess the educational qualifications, credentials and/or health care license issued by the State of West Virginia that were required for the Defendant to be reimbursed for such services.

10. Between approximately May 26, 2021 and January 31, 2022, the Defendant improperly allowed Marlowe to admit and treat the company's Medicaid member patients by assigning them with their American Society of Addiction Medicine (ASAM) levels of care at intake, providing them counseling in individual and group counseling sessions, and conducting

treatment planning meetings, even though he lacked the qualifications required for the Defendant to be reimbursed for such services.

11. By failing to properly ensure that Marlowe possessed the educational qualifications, credentials and/or health care license issued by the State of West Virginia that were required to perform the services he allegedly rendered on behalf of patients who were West Virginia Medicaid Program beneficiaries, the Defendant violated BMS Provider Manual Chapter 504, W.Va. C.S.R. § 64-11-9.2.10, and the terms and conditions of its Provider Agreement with the Medicaid Program.

12. The Defendant submitted the fraudulent claims described hereinabove to the Medicaid program and/or its contracted managed care organizations and/or caused such fraudulent claims to be so submitted in the amount of Seventy-Eight Thousand Eight Hundred Eighty-Nine Dollars and Ninety-Two Cents (\$78,889.92).

13. As a direct and proximate result of the Defendant's wrongful acts and omissions described hereinabove, the Plaintiff has suffered the damages detailed below, all of which were reasonably foreseeable consequences of the Defendants' wrongful acts and omissions.

#### **COUNT TWO – FRAUD (REVERSE FALSE CLAIMS)**

14. The Plaintiff incorporates here, as if fully rewritten, the allegations contained in Paragraphs 1 through 13, both inclusive, of this *Complaint*.

15. On January 31, 2022, the Defendant terminated Marlowe's position of employment because he lacked the educational qualifications that the West Virginia Medicaid Program required for the Defendant to be reimbursed for the services he allegedly rendered on behalf of patients who were West Virginia Medicaid Program beneficiaries, for which the Defendant had submitted claims to the Medicaid Program and been paid.



16. No later than January 31, 2022, the Defendant knew or reasonably should have known that the claims it had submitted to the West Virginia Medicaid Program which included services allegedly performed by Marlowe on behalf of patients who were West Virginia Medicaid Program beneficiaries were false, fictitious, or fraudulent because Marlowe lacked the educational qualifications, credentials and/or health care license issued by the State of West Virginia that were required for the Defendant to be reimbursed for such alleged services.

17. Notwithstanding the fact that the Defendant knew or reasonably should have known no later than January 31, 2022 that the claims it had submitted to the West Virginia Medicaid Program which included services allegedly performed by Marlowe on behalf of patients who were West Virginia Medicaid Program beneficiaries were false, fictitious, or fraudulent, the Defendant failed to self-report such overpayments to the Medicaid Program and repay the same in a timely basis as required by 31 U.S.C. § 3729(a)(1)(G).

18. Notwithstanding the fact that the Defendant knew or reasonably should have known no later than January 31, 2022 that the claims it had submitted to the West Virginia Medicaid Program which included services allegedly performed by Marlowe on behalf of patients who were West Virginia Medicaid Program beneficiaries were false, fictitious, or fraudulent, the Defendant failed to self-report such overpayments to the Medicaid Program and repay the same in a timely basis as required by 42 U.S.C. § 1320a-7k(d).

19. Notwithstanding the fact that the Defendant knew or reasonably should have known no later than January 31, 2022 that the claims it had submitted to the West Virginia Medicaid Program which included services allegedly performed by Marlowe on behalf of patients who were West Virginia Medicaid Program beneficiaries were false, fictitious, or fraudulent, the Defendant

failed to self-report such overpayments to the Medicaid Program and repay the same in a timely basis as required by BMS Provider Manual §100.18.

20. Notwithstanding the fact that the Defendant knew or reasonably should have known no later than January 31, 2022 that the claims it had submitted to the West Virginia Medicaid Program which included services allegedly performed by Marlowe on behalf of patients who were West Virginia Medicaid Program beneficiaries were false, fictitious, or fraudulent, the Defendant failed to self-report such overpayments to the Medicaid Program and repay the same in a timely basis as required by Sections 1 and 13 of its Provider Agreement with BMS.

21. Notwithstanding the fact that the Defendant knew or reasonably should have known no later than January 31, 2022 that the claims it had submitted to the West Virginia Medicaid Program which included services allegedly performed by Marlowe on behalf of patients who were West Virginia Medicaid Program beneficiaries were false, fictitious, or fraudulent, the Defendant failed to self-report such overpayments to the Medicaid Program and repay the same in a timely basis as required by the Section 18 of the United States Office of Management and Budget Standard Form (SF) 424B.

22. Notwithstanding the fact that the Defendant knew or reasonably should have known no later than January 31, 2022 that the claims it had submitted to the West Virginia Medicaid Program which included services allegedly performed by Marlowe on behalf of patients who were West Virginia Medicaid Program beneficiaries were false, fictitious, or fraudulent, the Defendant failed to self-report such overpayments to the Medicaid Program and repay the same in a timely basis as required by former Section 190 of the BMS Provider Manual which was in effect from September 1, 2003 until March 1, 2023.

23. Upon information and belief, by failing to self-report the overpayments described hereinabove to the West Virginia Medicaid Program and repay the same in a timely basis, the Defendant knowingly concealed, avoided or decreased its obligation to repay such overpayments in violation of 31 U.S.C. § 3729(a)(1)(G), 42 U.S.C. § 1320a-7k(d), BMS Provider Manual §100.18, Sections 1 and 13 of its Provider Agreement with BMS, Section 18 of the United States Office of Management and Budget Standard Form (SF) 424B, and former Section 190 of the BMS Provider Manual which was in effect from September 1, 2003 until March 1, 2023.

24. The Defendant's actions described hereinabove in Paragraphs 14 through 23, both inclusive, in knowingly concealing, avoiding, or decreasing its obligation to repay such overpayments wrongfully interfered with the Plaintiff's ability to invoke its legal rights under BMS Provider Manual §100.18, Sections 1 and 13 of its Provider Agreement with BMS, Section 18 of the United States Office of Management and Budget Standard Form (SF) 424B, and former Section 190 of the BMS Provider Manual to recover the fraudulent claims the Defendant submitted or caused to be submitted to the Medicaid Program in the amount of Seventy-Eight Thousand Eight Hundred Eighty-Nine Dollars and Ninety-Two Cents (\$78,889.92).

25. As a direct and proximate result of the Defendant's wrongful acts and omissions described hereinabove, the Plaintiff has suffered the damages detailed below, all of which were reasonably foreseeable consequences of the Defendants' wrongful acts and omissions.

26. On August 9, 2024, the Plaintiff invoked its statutory right under West Virginia Code §9-7-6 to recover an amount equal to three times the total amount of fraudulent overpayments received by the Defendant in this matter and formally demanded the Defendant tender payment of \$236,669.76 to resolve the claims set forth hereinabove, as demonstrated by the demand letter sent via certified mail which is attached hereto as Exhibit 1 and is incorporated herein by reference.

27. On or about September 6, 2024, the Defendant sent the Plaintiff a check made payable to the Plaintiff in the amount of Seventy-Eight Thousand Eight Hundred Eighty-Nine Dollars and Ninety-Two Cents (\$78,889.92), along with a form which falsely indicated the Defendant was “self-reporting” these overpayments. Copies of the form and the check are attached hereto as Exhibit 2 and are incorporated herein by reference.

28. Because the Plaintiff is not required to compromise its statutory right under West Virginia Code §9-7-6 to recover treble damages in this matter, the Plaintiff has not yet cashed the check it received from the Defendant as described in the preceding paragraph or deposited those funds into any of its banking accounts.

29. If the Defendant’s bank honors the check it tendered to the Plaintiff by delivering \$78,889.92 to the Plaintiff, the Defendant will be entitled to an offset in that amount against any judgment the Plaintiff is awarded in this civil action.

### **DAMAGES**

30. The Plaintiff incorporates here, as if fully rewritten, the allegations contained in Paragraphs 1 through 29, both inclusive, of this *Complaint*.

31. In accordance with West Virginia Code §9-7-6, the Defendant is liable to the Plaintiff in an amount equal to three times the total amount of such overpayments to which Defendant was not entitled. Therefore, because the Defendant received a total of \$78,889.92 in overpayments due to its wrongful acts and omissions described hereinabove, the Plaintiff is entitled to recover treble damages in the amount of \$236,669.76, as well as the payment of its reasonable attorney fees and all other fees and costs of litigation.

**PRAYER FOR RELIEF**

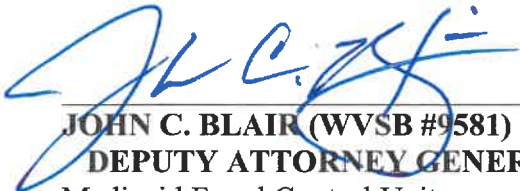
Based upon the foregoing, the Plaintiff prays for judgment against the Defendant in such amounts as will fully and fairly compensate it for the losses alleged hereinabove, including but not limited to the aforesaid treble damages in the amount of \$236,669.76, plus its reasonable attorney fees, investigative fees, and litigation costs pursuant to West Virginia Code §9-7-6. The Plaintiff further requests that it be granted such other and further relief, both general and special, to which the Plaintiff may be entitled, as the Court deems just and proper in the circumstances.

**PLAINTIFF DEMANDS A JURY TRIAL ON ALL COUNTS OF THE COMPLAINT**

**WEST VIRGINIA DEPARTMENT OF  
HUMAN SERVICES,**

**By Counsel,**

**PATRICK MORRISEY  
ATTORNEY GENERAL**



**JOHN C. BLAIR (WVSB #9581)  
DEPUTY ATTORNEY GENERAL**

Medicaid Fraud Control Unit  
100 Dee Drive, Suite 101  
Charleston, WV 25311  
Tel: 304-558-1858  
Email: John.C.Blair@wvago.gov



**STEPHEN M. KENNEY (WVSB #6069)  
ASSISTANT ATTORNEY GENERAL**

Medicaid Fraud Control Unit  
100 Dee Drive, Suite 101  
Charleston, WV 25311  
Tel: 304-558-1858  
Email: Stephen.M.Kenney@wvago.gov

# EXHIBIT 1



7019 1640 0000 0664 6154

**STATE OF WEST VIRGINIA  
OFFICE OF THE ATTORNEY GENERAL  
MEDICAID FRAUD CONTROL UNIT**

**Patrick Morrissey  
Attorney General**

**100 Dee Drive, Suite 101  
CHARLESTON, WEST VIRGINIA 25311  
Telephone: (304) 558-1858 Fax: (304) 558-3498**

**John C. Blair  
Director**

August 9, 2024

*Via Certified Mail*

Clean & Clear Advantage LLC  
Attn: Vyacheslav "Ryan" Ripa, Member  
1503 Oriental Blvd  
Brooklyn, NY 11235

Re: False or Fraudulent Claims

Dear Mr. Ripa:

The Office of the West Virginia Attorney General, West Virginia Medicaid Fraud Control Unit, (WVMFCU) received a referral regarding allegations that your company, Clean & Clear Advantage LLC (hereinafter "C&C") submitted or caused to be submitted false or fraudulent claims to the West Virginia Medicaid Program for payment. The allegations are that C&C knowingly completed and submitted fraudulent claims to the Medicaid program from approximately May 26, 2021, through January 31, 2022, for services allegedly rendered on behalf of fifty-two (52) Medicaid patients by an unqualified individual (Clifford Marlowe) it employed. These claims resulted in a loss to the Medicaid Program totaling Seventy-Eight Thousand Eight Hundred Eighty-Nine Dollars and Ninety-Two Cents (\$78,889.92).

The West Virginia Bureau Medical for Services Manual Chapter 504 (Substance Use Disorder Services) sets forth the Medicaid Program's policies and procedures governing Residential Adult Services (RAS) for substance use disorder services. RAS are comprehensive programs for adults ages eighteen (18) or older who have been diagnosed with substance abuse and/or co-occurring substance abuse/mental health disorders.

The Residential Treatment includes a wide variety of covered services with the provision of said services expected to be individualized to the needs of the Medicaid member. The Current Procedure Terminology (CPT Codes) H2036U1HF, H2036U5HF, and H2036U7HF are billed once per calendar day at per diem rates of \$175.00, \$225.00, and \$425.00, respectively. Covered and authorized services must be rendered by enrolled providers within the scope of their license and in accordance with all State and Federal regulations. If services are rendered by enrolled providers operating outside the scope of their license or in violation of any State or Federal regulations, those services are not covered or reimbursable by the Medicaid Program.

The data and documentation reveal that C&C's former employee, Clifford Marlowe, did not possess the required degree, was not a licensed master-level therapist, nor did he hold a health care license from the State of West Virginia. C&C improperly allowed Marlowe to admit and treat the company's Medicaid member patients by providing them counseling in individual and group counseling sessions, conducting treatment planning meetings, and assigning them with their American Society of Addiction Medicine (ASAM) levels of care at intake, even though he was unqualified to perform such services.

Moreover, because C&C fired Mr. Marlowe for lacking the qualifications needed to perform or bill for those services, it was legally obligated to report and return those overpaid funds to the State Medicaid Program within sixty (60) days pursuant to 42 U.S.C. §1320a-7k(d)(1) and (d)(2).<sup>1</sup> C&C's failure to return such overpayments within that time violated 31 U.S.C. §3729(a)(1)(G), rendering it liable for three times the amount of those wrongfully withheld overpayments plus civil penalties between Five Thousand Dollars (\$5,000.00) and Ten Thousand Dollars (\$10,000.00) per violation.

As a Medicaid provider, C&C agreed to comply with all applicable laws, rules and policies pertaining to the West Virginia Medicaid Program. More specifically, pursuant to BMS Provider Manual §800.7 (Provider Self-Audit/Self-Disclosure), C&C has "an ethical and legal duty to ensure the integrity of (its) partnership with the Medicaid program," including "an obligation to examine and resolve instances of noncompliance with program requirements through self-assessment and voluntary disclosures of improper use of State and Federal resources." And if a self-audit – such as the one C&C conducted when it determined that Mr. Marlowe lacked the qualifications needed to be bill for the services he allegedly performed on behalf of Medicaid members – "reveals overpayments," C&C was obligated to disclose the specifics to the Medicaid Program's Office of Program Integrity (OPI) via the self-audit/self-disclosure process outlined on the BMS website.<sup>2</sup>

In short, C&C has knowingly been overpaid in the amount of \$78,889.92 for services allegedly performed by Mr. Marlowe that were ineligible to be covered or reimbursable by the Medicaid Program. The company's actions as described above constitute false claims to Medicaid.

Under W. Va. Code §9-7-6, the WVMFCU is entitled to recover an amount equal to three times the amount of the false or fraudulent payments. Therefore, to avoid the need for prolonged litigation, we demand payment in the amount of Two Hundred Thirty-Six Thousand, Six Hundred Sixty-Nine Dollars and Seventy-Six Cents (\$236,669.76). Pursuant to this agreement, the WVMFCU will not seek C&C's exclusion from participation in the Medicaid Program. We have completed a data analysis spreadsheet breaking down these false claims. You may contact Vickie Gill ([Vickie.L.Gill@wvapo.gov](mailto:Vickie.L.Gill@wvapo.gov)) at our office to obtain a share file link to download the data analysis spreadsheet of the claims in question via secured email.

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<sup>1</sup> See Letter from C&C Human Resource Manager Kelly Fritz to Workforce WV that is attached hereto as Exhibit A and is incorporated herein by reference ("Clifford M. Marlowe was discharged from Clean and Clear Advantage on January 31, 2022, due to lack of State Required educational requirements.")

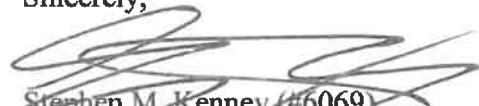
<sup>2</sup> See BMS Provider Manual §800.7, available at <https://dhhr.wv.gov/bms/Provider/Documents/Manuals/Chapter%20800%20Program%20Integrity.pdf> (last viewed July 15, 2024).



You may contact me to resolve this matter via telephone at 304-558-1858, between the hours of 8:30am and 4:30pm, Monday through Friday. Please respond by August 12, 2024. If you do not respond to this demand as requested, the State of West Virginia reserves the right to take such action as may be needed to protect its rights, including but not necessarily limited to the initiation of a civil action to collect this money and/or other remedial actions through its provider agreement.

We look forward to hearing from you and resolving this matter.

Sincerely,



Stephen M. Kenney (#6069)  
Assistant Attorney General  
State of West Virginia  
Office of the Attorney General  
Medicaid Fraud Control Unit

# EXHIBIT 2

## West Virginia Medicaid Standard Repayment Provision for All Overpayment Notifications

Provider Name: *Clean & Clear Advantage LLC*

Provider NPI: *1790390839*

Case Number:

Principal Amount of Repayment: \$ *78,889.92*

Please select which of the following options you wish to use to repay the above overpayment. Sign, date and return this form.



Check remittance for the full amount of the disallowance within 60 days of receipt of repayment date notification.



Placement of a lien against further Medicaid payments so that recovery is effectuated within 60 days after notification of the overpayment.



A repayment schedule over \_\_\_\_\_ months (not to exceed (12) months), through (select one method below):

P

Monthly check remittance or;

Monthly deductions from future claims.

Pj

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as an image transaction. **For inquiries, please call 1-866-243-9010.**

When information is used from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution.

This form must be returned to: Bureau for Medical Services, Office of Program Integrity, 350 Capitol Street, Room 251, Charleston, West Virginia 25301-3710 no later than thirty (30) days after the date of this notification. If it is not returned, the Bureau for Medical Services will establish a lien against all future Medicaid payments until the overpayment is recovered in full and take any other necessary actions to assure recovery. **Checks should be made payable to the Bureau for Medical Services.**

Signature

Date

RECEIVED

SEP 10 2024

OPI

Updated 10/24/23

NPI: 1790390839

1565

CLEAN & CLEAR ADVANTAGE LLC

425 JULIANA ST.  
PARKERSBURG, WV 26101-5352

DATE 9.5.24

1-2/210

PAY TO THE ORDER OF

Be paid for Medical Services

\$ 78,889 <sup>92</sup>/<sub>100</sub>

Seventy eight thousand eight hundred eighty eight <sup>92</sup>/<sub>100</sub>

DOLLARS

CHASE

JPMorgan Chase Bank, N.A.  
www.Chase.com

FOR WV Medicaid Standard Repayment

Ripa

⑈001565⑈ ⑆021000021⑆

655735808⑈

**IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA**

**WEST VIRGINIA DEPARTMENT OF  
HUMAN SERVICES formerly known as  
WEST VIRGINIA DEPARTMENT OF  
HEALTH AND HUMAN RESOURCES,**

**Plaintiff,**

v.

**CIVIL CASE NO. 24-C-  
JUDGE \_\_\_\_\_**

**CLEAN & CLEAR ADVANTAGE, LLC,  
a West Virginia Limited Liability Company**

**Defendant.**

**SUMMONS**

To the above-named Defendant, **CLEAN & CLEAR ADVANTAGE, LLC**, a West Virginia Limited Liability Company:

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon the WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES, by and through its counsel, Deputy Attorney General John C. Blair and Assistant Attorney General Stephen M. Kenney, whose address is: 100 Dee Drive, Suite 101, Charleston, WV 25311, an answer, including any related counterclaim you may have, to the complaint filed against you in the above styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within 30 days after service of this summons upon you, exclusive to the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint and you will be thereafter barred for asserting in another action any claim you may have which must be asserted by counterclaim in the above styled civil action.

Dated: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Deputy Clerk