

BEFORE THE INDIANA DEPARTMENT OF INSURANCE

PAIGE DUFOUR and)
JAMIE RECKELHOFF)

Plaintiffs,)

v.)

ACADIA HEALTHCARE COMPANY, INC.,)
OPTIONS TREATMENT CENTER)
ACQUISITION CORPORATION, a Domestic)
For-Profit Corporation, d/b/a OPTIONS)
BEHAVIORAL HEALTH SYSTEM,)
PRASANNA CHINTHALA, M.D.,)
BECKY HILL-SKATES, R.N.,)
BARBARA TURENTINE,)
AZUBIKE NWOKEDI, N.P.,)
MEGAN MURRAY, N.P.,)
CHAD ZWART, R.N.,)

Defendants.)

FILED

SEP 11 2024

STATE OF INDIANA
DEPT. OF INSURANCE

PROPOSED COMPLAINT FOR DAMAGES

Come now Plaintiffs, Paige Dufour and Jamie Reckelhoff, by counsel, and for their Proposed Complaint for Damages allege and state as follows:

PARTIES

1. Plaintiff, Paige Dufour, is a resident of the State of Indiana, County of Hamilton, and was admitted for care at Options Behavioral Health System and was harmed by the conduct of Defendants in Marion County, Indiana.

2. Plaintiff, Jamie Reckelhoff, is a resident of the State of Indiana, County of Hamilton, and has been, at all times relevant, the husband of Plaintiff, Paige Dufour.

3. Defendant, Acadia Healthcare Company, Inc., is a for-profit corporation formed in the state of Delaware operating a network of for-profit mental healthcare service providers with its principal office located at 6100 Tower Circle, Suite 1000, Franklin, Tennessee, 37067.

4. Defendant, Options Treatment Center Acquisition Corporation, is an Indiana corporation with its principal office located at 6100 Tower Circle, Suite 1000, Franklin, Tennessee, 37067.

5. Defendant, Options Behavioral Health System is located at 5602 Caito Drive, Indianapolis, Indiana 46226 in Marion County, Indiana. Options Behavioral Health System is an assumed name of Options Treatment Center Acquisition Corporation.

6. Defendants own and operate Options Behavioral Health System, an inpatient psychiatric hospital in the State of Indiana, County of Marion, City of Indianapolis.

7. Defendant Prasanna Chinthala, M.D. was an employee and/or actual or apparent agent of Acadia Healthcare Company, Inc., Options Treatment Center Acquisition Corporation and/or Options Behavioral Health System.

8. Defendant Becky Hill-Skates, R.N. was an employee and/or actual or apparent agent of Acadia Healthcare Company, Inc., Options Treatment Center Acquisition Corporation and/or Options Behavioral Health System.

9. Defendant Barbara Turentine was an employee and/or actual or apparent agent of Acadia Healthcare Company, Inc., Options Treatment Center Acquisition Corporation and/or Options Behavioral Health System.

10. Defendant Aubike Nwokedi, N.P. was an employee and/or actual or apparent agent of Acadia Healthcare Company, Inc., Options Treatment Center Acquisition Corporation and/or Options Behavioral Health System.

11. Defendant Megan Murray, N.P. was an employee and/or actual or apparent agent of Acadia Healthcare Company, Inc., Options Treatment Center Acquisition Corporation and/or Options Behavioral Health System.

12. Defendant Chad Zwart, R.N. was an employee and/or actual or apparent agent of Acadia Healthcare Company, Inc., Options Treatment Center Acquisition Corporation and/or Options Behavioral Health System.

13. Defendants are legally responsible for their employees and agents providing care to patients, including Plaintiff Paige Dufour, at Options Behavioral Health System.

14. Defendant, Acadia Healthcare Company, Inc., has an unknown status as a qualified health care provider pursuant to the Indiana Medical Malpractice Act.

15. Defendant, Options Treatment Center Acquisition Corporation, has an unknown status as a qualified health care provider pursuant to the Indiana Medical Malpractice Act.

16. Defendant, Options Behavioral Health System has an unknown status as a qualified health care provider pursuant to the Indiana Medical Malpractice Act.

17. Defendants were responsible for the conduct of the individuals who provided care to Plaintiff Paige Dufour including, without limitation, Prasanna Chinthala, M.D., Becky Hill-Skates, R.N., Barbara Turentine, Azubike Nwokedi, N.P., Megan Murray, N.P., and Chad Zwart, R.N.

ALLEGATIONS COMMON TO ALL COUNTS

18. Plaintiff Paige Dufour contacted her regular care providers on March 18, 2024 to discuss mental health concerns. Upon the advice of her regular care providers, she proceeded to the emergency department at Indiana University Health - North.

19. In the emergency department Paige was evaluated and was recommended for inpatient evaluation and observation. Plaintiff Paige Dufour agreed to a voluntary admission to an inpatient care facility.

20. Options Behavioral Health System notified the staff at the emergency department that a bed was available and Paige Dufour was transported to Options Behavioral Health for a psychiatric evaluation and care.

21. Upon arrival at Options Behavioral Health System, Paige Dufour was placed in a small intake room for a period of approximately seven (7) hours during which time she was required to undress for photographs that were purportedly to document any markings on her skin. After initially denying that any such photographs were taken, Defendants have reported that these photographs were misplaced and are no longer in their possession.

22. Also during this registration period, Options Behavioral Health System secured consent to bill insurance for services. Without any discussions with or evaluations by any licensed staff member, an Options Behavioral Health System mental health technician advised Paige Dufour that she would likely be held at the facility for a period of three (3) to five (5) days.

23. At some point in the early morning hours of March 19, 2024, Paige Dufour was taken to a unit where she was to be held and handed off to another staff member of Options Behavioral Health System. Paige Dufour was tearful at this time and was made to sit at a table in the common area accessible to everyone held on the unit. A staff member of Options Behavioral Health System slammed her hand loudly on the table and warned Paige Dufour to “stop crying” and to simply endure the time she was held at Options.

24. Having received no evaluation, no therapy, and no food that complied with her dietary restrictions at Options, Paige Dufour completed an AMA discharge form on March 19th. An Options nurse advised Paige that she could submit the form for consideration by the Options staff, but that they could simply secure a court order detaining her there for a period of fourteen (14) days if she persisted in her efforts to leave. This warning was repeated to both Paige and to

other residents in her view. As a result of this pressure and intimidation Paige rescinded the request to leave AMA.

25. Paige Dufour had been advised during her first 24 hours at Options that she was scheduled to be released on Thursday, March 21, 2024.

26. Contrary to what she was told, according to later acquired financial records, Paige was scheduled for release on Saturday, March 23, 2024 as early as her first day in the facility. Shortly after arrival Options secured pre-approval to bill her insurance for up to five (5) days, which provided payment to Options through Saturday. That five (5) day pre-approval expired on Saturday, March 23, 2024, the date to which Paige's release had been changed without any notice or explanation.

27. Paige Dufour met with the Options Behavioral Health System nurse practitioner, Azubike Nwokedi, N.P., on March 20, 2024. Following that encounter he confirmed that Paige was appropriate for release at that time.

28. Also on March 20, 2024, Paige was advised for the first time that Options had unilaterally changed her release date to Saturday March 23, 2024. Paige asked the unit therapist why this had been changed despite the recommendations of the Nurse Practitioner. Paige was simply told by the unit therapist that "nobody tells [her] anything."

29. Minutes after being told that she would not be allowed to go home, Paige attended a craft group and was given a blank piece of paper with instructions to create a drawing expressing her current feelings. Still tearful from recently learning that she would be held against her wishes for another three (3) days, her drawing included a crying face. Paige asked the mental health technician if she could "please just talk to someone." She left the craft activity early to return to her room.

30. When the craft period ended, the same mental health tech came into Paige's room with her drawing. He tore up the drawing and threw it in her trash can, explaining that she was being watched at all times and that her expressing her sadness or distress and continuing to cry would result in them making her stay even longer.

31. On the following day, Thursday, March 21st, Paige Dufour submitted a grievance with the Options Behavioral Health System patient advocate. Paige was never contacted by anyone at Options in response to this grievance.

32. Also on March 21st, staff at Options forced every resident in the unit to wear a tracking beacon. A mental health technician raised her voice in response to patients protesting being so tagged by staff. This tech explained that the staff was taking this step in response to patients filing grievances and constantly asking staff to retrieve things for them. Staff followed Paige into her room and forced her to wear this monitor despite her objection. Paige was again told that failure to comply would result in her being detained even longer than she would already be forced to stay.

33. Paige again pleaded with the psychiatric nurse practitioner, Azubike Nwokedi, N.P., on March 21st that she wanted to go home. Despite his approval of her release just two (2) days earlier, N.P. Nwokedi advised Paige that Options was not letting her leave that day.

34. Although her dietary needs were known and explained from the emergency department through her finally being allowed to leave Options, Paige never spoke to a dietician until the evening of Thursday, March 21st. Paige explained to the nursing supervisor that she had not received a meal compliant with her physician's dietary recommendations throughout her stay and his response was "I don't care." The nursing supervisor indicated that he would do an internet

search to determine what foods to give her. She was told by other staff that she was simply being “too picky” and that she “did not appear to be wasting away.”

35. On Friday, March 22, 2024 Paige witnessed another resident, who, upon information and belief, had been detained at Options for seven (7) days without seeing a therapist or receiving a proposed treatment plan, being scolded in the unit’s day room in front of other patients for submitting a grievance regarding the substandard care she had received.

36. Paige received her last meal on Saturday, March 23, 2024 as her insurance benefits were exhausted and she was allowed to leave Options. This was the first meal offered to her that was compliant with her dietary restrictions.

37. Throughout her stay at Options, Paige never received the psychiatric care which was promised and upon which she based her consent to voluntary admission and a contract for services.

38. Paige was never evaluated by a psychiatrist at any time while she was forced to remain at Options.

39. Throughout her stay at Options, it is estimated that Paige met with the unit therapist for a total of less than fifteen (15) minutes over the course of five (5) days.

40. Throughout her stay at Options, Paige was forced to leave her door open at all times on a mixed-gender floor. Residents were forced to use the bathroom and shower with only a foam pad covering a portion of the doorway.

41. Despite minimal staffing and supervision, Paige was housed in a room for approximately twenty-two (22) hours each day without a call button or panic button to request help or report a dangerous situation.

42. Options ignored Paige's dietary restrictions as recommend by her nutritionist and medical care providers. This resulted in physical symptoms throughout her stay, which were reported to staff at Options and ignored.

43. Options staff either remained intentionally ignorant of Paige's medical needs and concerns, or otherwise ignored them, and based treatment decisions and her length of stay upon the maximum amount Options could bill Paige's insurance.

44. Options willfully and intentionally held Paige against her will and without any medical basis, consistent with its established business practices.

45. Options staff utilized threats and intimidation to prevent Paige from leaving the facility despite the fact that she did not pose a threat of harm to herself or others.

46. Paige has suffered tremendous harm because of Defendants' conduct, including physical injuries and grave fear at the prospect of seeking mental health care at any time since she was released from Options.

47. Jamie Reckelhoff, as the husband of Paige Dufour, has suffered injuries for which he is entitled to compensation under Indiana law.

COUNT 1 – MEDICAL NEGLIGENCE

48. Defendants, individually and/or through their agents, were negligent in providing medical care to Paige Dufour that failed to meet the applicable standard of care. Plaintiffs allege that the conduct of Defendants fell beneath the standard of care in one or more of the following non-exhaustive ways:

- a. Defendants failed to obtain informed consent for treatment and services provided to Plaintiff, Paige Dufour;

- b. Defendants failed to use reasonable skill and care in providing care to Plaintiff, Paige Dufour;
- c. Defendants failed to use reasonable skill and care in diagnosing Plaintiff, Paige Dufour;
- d. Defendants failed to use reasonable skill and care by failing to provide necessary referrals for the further care of Plaintiff, Paige Dufour;
- e. Defendants were negligent in failing to discharge Plaintiff, Paige Dufour; when medically indicated;
- f. Defendants' refusal to discharge Plaintiff, Paige Dufour and preventing her from leaving the facility without proper authority and when she did not pose a threat to herself or others constitutes false imprisonment by Defendants; and/or
- g. Defendants were otherwise negligent in the provision of dental care and services to Plaintiff, Paige Dufour;

49. As a direct and proximate result of Defendants' negligence, Plaintiff, Paige Dufour; has unnecessarily suffered injuries, including but not limited to physical pain and suffering, emotional distress and anguish, and other injuries and damages; as well as the need for future treatment and expenses and unavoidable pain and suffering,.

50. Plaintiff Jamie Reckelhoff, is and was, at all times relevant to this action, the husband of Plaintiff, Paige Dufour. He asserts all claims for damages incurred as the spouse of Plaintiff, Paige Dufour.

COUNT 2 – VIOLATIONS OF INDIANA CRIME VICTIM'S RELIEF ACT

51. Defendants made false or misleading statements as to Plaintiff Paige Dufour's condition to improperly obtain pre-approval for unnecessary medical expenses.

52. Defendants, with the intent to obtain property to which Defendants were not entitled knowingly or intentionally made false or misleading statements all in violation of I.C. 35-43-5-4(a)(1).

53. Defendants made false or misleading statements to Paige Defour regarding her status at the hospital to improperly obtain payment for unnecessary medical expenses.

54. Defendants, with the intent to obtain property to which Defendants were not entitled knowingly or intentionally created a false impression in another person all in violation of I.C. 35-43-5-4(a)(1).

55. Plaintiffs have suffered a pecuniary loss as a result of Defendants' violations of I.C. 35-43 under I.C. 34-24-3-1. As such, Plaintiffs are entitled to compensation for actual damages, treble damages, costs of this action, a reasonable attorney's fee, expenses for producing witnesses in this cause, Plaintiffs' time for filing papers and attending court proceedings, and all other reasonable costs of collection. I.C. 35-24-3-1.

COUNT 3 – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

56. Defendants' conduct as alleged herein was extreme and outrageous in that it went beyond all possible bounds of decency, was atrocious and utterly intolerable in a civilized society.

57. Defendants, through their extreme and outrageous conduct intentionally or recklessly caused severe emotional distress to Plaintiff Paige Dufour.

58. Plaintiff Paige Dufour is entitled to compensation for the emotional distress she experienced.

COUNT 4 – WILLFUL AND WANTON CONDUCT

59. Defendants' conduct as alleged herein was willful and wonton misconduct and done with malice, fraud, gross negligence or oppressiveness.

60. Defendants' conduct as alleged herein was not the product of a mistake of fact, an honest error of judgment, overzealousness, ordinary negligence or other human failing.

61. Defendants' conduct as alleged herein entitles Plaintiffs to punitive damages.

COUNT 5 – GENERAL NEGLIGENCE

62. Defendants' conduct as alleged herein was negligent in that Defendants knew or should have known that their conduct would cause an unacceptably high risk of injury to Plaintiffs.

63. Defendants' conduct as alleged herein was the responsible cause of injuries suffered by Plaintiffs.

64. Plaintiffs are entitled to compensatory damages for all injuries of any kind proximately caused by Defendants' conduct as alleged herein.

65. Defendants' conduct as alleged herein was the responsible cause of Plaintiff, Jamie Reckelhoff's loss of services, society and companionship of his wife and he is entitled to an award of damages to compensate him for those losses.

COUNT 6 – CIVIL REMEDY FOR RACKETEERING ACTIVITY

66. Defendants' conduct as alleged herein constitutes violations of I.C. 35-43-5 and qualify as "racketeering activity" under I.C. 34-45-6-1(17).

67. Defendants have knowingly and intentionally received proceeds both directly and indirectly from a pattern of racketeering activity.

68. Defendants have used the proceeds from a pattern of racketeering activity and the proceeds derived therefrom to acquire an interest and property and to operate an enterprise, namely Options Behavioral Health System and other Acadia facilities.

69. Defendants' conduct as alleged herein constitutes at least two (2) incidents of "racketeering activity" and as such qualifies as a "pattern of racketeering activity" under I.C. 34-45-6-1(d).

70. Plaintiffs are entitled to damages under I.C. 34-24-2-6 as aggrieved persons of the corrupt business enterprise as detailed herein.

71. Plaintiffs seek under this count an amount up to three (3) times Plaintiffs' actual damages, costs of this action, a reasonable attorney's fee, and punitive damages.

Respectfully submitted,

COHEN & MALAD, LLP

By:



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