

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA

v.

GWENDOLYN ARNETTA GIBBS,
A.K.A. GWENDOLYN ARNETTA
GUIDRY (1); and
JUSTINA OBUMNADOR UZOWULU (2),
Defendants

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16 CR 0234

CRIMINAL NO.

United States Courts
Southern District of Texas
FILED

JUN 09 2016

David J. Bradley, Clerk of Court

INDICTMENT

THE GRAND JURY CHARGES:

COUNT 1

CONSPIRACY TO COMMIT HEALTH CARE FRAUD

(18 U.S.C. § 1349)

A. Introduction

At all times material to this Indictment, unless otherwise specified:

1. The Medicare Program (Medicare) was a federal healthcare program providing benefits to individuals who were over the age of 65 or disabled. Medicare was administered by the Centers for Medicare and Medicaid Services (CMS), a federal

agency under the United States Department of Health and Human Services. Medicare was a "health care benefit program" as defined by Title 18, United States Code, Section 24(b).

2. Medicare was subdivided into multiple parts. Medicare Part B covered partial hospitalization programs (PHPs) connect with the treatment of mental illness. The treatment program of PHPs closely resembled that of a highly structured, short-term hospital inpatient program, but it was a distinct and organized intensive treatment program that offered less than 24-hour daily care.

3. Patients eligible for Medicare coverage of a PHP comprised two groups: (1) those patients who were discharged from an inpatient hospital treatment program, and the PHP is in lieu of continued inpatient treatment and (2) those patients who, in the absence of partial hospitalization, would require inpatient hospitalization.

4. Medicare guidelines required that patients admitted to a PHP required PHP services at levels of intensity and frequency comparable to patients in an inpatient setting for similar psychiatric illnesses.

5. Medicare guidelines required that patients admitted to a PHP be under the care of a physician who was knowledgeable about the patient and certified the patient's need for partial hospitalization.

6. Medicare guidelines required that upon admission, a physician certify that the patient would require inpatient psychiatric hospitalization if the partial hospitalization

were not provided, that the services were furnished while the individual was under the care of a physician, and that the services were furnished under an individualized written plan of care.

7. Medicare required the physician to certify that the patient would need inpatient psychiatric hospitalization if the patient did not receive PHP services. Physicians were required to develop an individualized treatment plan for each PHP beneficiary, which includes treatment goals and describes the coordinated services that will be provided. The plan must include the type, amount, duration, and frequency of services. The plan should also document continued efforts to restore the beneficiary to a higher level of functioning to permit discharge from the PHP.

8. Physicians must supervise PHP services and periodically evaluate beneficiaries to ensure that their treatment goals are being met. Physicians are required to recertify beneficiaries need for the PHP services 18 days after their admissions and at least every 30 days thereafter.

9. Under the PHP benefit, Medicare covered the following services: (1) individual and group psychotherapy with physicians, psychologists or other mental health professionals; (2) occupational therapy requiring the skills of a qualified occupational therapist; (3) services of social workers, trained psychiatric nurses and other staff trained to work with psychiatric patients; (4) drugs and biologicals furnished for therapeutic purposes that could not be self-administered; (5) individualized activity

therapies that were not primarily recreational or diversionary; (6) family counseling service for which the primary purpose is the treatment of the patient's condition; (7) patient education programs where the education activities were closely related to the care and treatment of the patient and (8) diagnostic services.

10. Medicare guidelines specially excluded meals and ambulance transportation from coverage under the PHP benefit.

11. Medicare did not cover programs providing primarily social, recreational or diversion activities.

12. Medicare excluded from coverage programs attempting to maintain psychiatric wellness and treatment of chronic conditions without acute exacerbation. Psychosocial programs that provided only a structured environment, socialization or vocational rehabilitation were not covered by Medicare.

13. Medicare required that the PHP was provided at a facility that was hospital based, hospital affiliated or at a community mental health center (CMHC).

14. Individuals who qualified for Medicare and Medicaid benefits were commonly referred to as beneficiaries. Each beneficiary was given a Medicare and/or Medicaid identification number.

15. Hospitals, physicians, ambulance companies and other healthcare providers that provided services to Medicare and Medicaid beneficiaries were referred to as providers. To participate in Medicare and/or Medicaid, providers were required to submit an

application in which the providers agreed to comply with all Medicare related laws and regulations. If Medicare and/or Medicaid approved a provider's application, Medicare and/or Medicaid assigned the provider a provider number. A health care provider with a provider number could file claims with Medicare and/or Medicaid to obtain reimbursement for services rendered to beneficiaries.

16. Medicare paid CMHCs, hospitals and other healthcare providers for services rendered to beneficiaries. To receive payment from Medicare, providers submitted or caused the submission of claims to Medicare, either directly or through a billing company.

17. CMS contracted with Medicare Administrative Contractors (MACs) to process claims for payment. The MAC that processed and paid Medicare Part B Claims for PHP services in Texas was TrailBlazer Health Enterprises, L.L.C. (Trailblazer) and then later Novitas Solutions, Inc.

18. To bill Medicare for services rendered, a provider submitted a claim form (Form 1500) to the contractor. When a Form 1500 was submitted, usually in electronic form, the provider certified that the contents on the form were true, correct and complete; the form was prepared in compliance with the laws and regulations governing Medicare and the contents were medically necessary.

19. A Medicare claim for PHP reimbursement was required to set forth, among other matters, the beneficiary's name and unique Medicare identification number, the item or

service provided to the beneficiary, the date the item or service was provided, the cost of the item or service and the name and unique physician identification number of the physician who prescribed or ordered the item or service.

20. The Medicaid program is a state-administered health insurance program funded by the United States government and the State of Texas. The Medicaid program helps pay for reasonable and necessary medical procedures and services provided to persons who are deemed eligible under state low-income programs. The Texas Medicaid program is a cooperative federal-state program to furnish medical assistance to the indigent. The state of Texas contracts with Texas Medicaid & Healthcare Partnership (TMHP) to process and pay claims submitted by healthcare providers.

21. To become a Medicaid provider, providers must also submit an application to Medicaid in which the providers agree to comply with all Medicaid related laws and regulations. If approved, Medicaid assigns the provider a provider number, which allows the provider to submit claims to Medicaid for payment.

22. In addition, Medicaid paid for some types of psychiatric services, but not PHP. Also, Texas Department of Aging and Disability Services (DADS) supervised a Medicaid-supported program called home and community based services (HCS) which provides individualized services and support to people with intellectual disabilities who are living with their families, in their own homes or in other community settings, such as small group homes where no more than four people live. Services have no age limit.

Persons must have an intellectual disability or an IQ of 75 or lower, meet certain income guidelines and not be enrolled in another Medicaid waiver-type program.

23. Daybreak Rehabilitation Center (Daybreak PHP), operated a CMHC on Southwest Freeway, in Houston, Texas, West Orem in Houston, Texas, and other locations. Daybreak PHP and its related companies billed Medicare for PHP services and Medicaid for psychiatric services that were not medically necessary, and in some cases, not provided. In addition, GIBBS billed for HCS services through another Daybreak related company.

24. Gwendolyn Arnetta Gibbs (GIBBS), also known as Gwendolyn Arnetta Guidry, resided in Missouri City, and owned and operated Daybreak and the above named, related companies.

25. Justina Obumnador Uzowulu (UZOWULU) resided in Houston, and operated a group home in the Houston area.

The Conspiracy

1. From January 1, 2007 through the current date, the exact dates being unknown to the Grand Jury, in the Houston Division of the Southern District of Texas, and elsewhere, the Defendant,

**GWENDOLYN ARNETTA GIBBS,
A.K.A. GWENDOLYN ARNETTA GUIDRY,**

did knowingly and willfully combine, conspire, confederate and agree with others known and unknown to the grand jury, to violate Title 18, United States Code, Section 1347, that is to execute a scheme and artifice to defraud a healthcare benefit program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is Medicare and Medicaid, and to obtain by means of materially false and fraudulent pretenses, representations and promises, money and property owned by and under the custody and control of, said healthcare benefit program, in connection with the delivery of and payment for healthcare benefits, items and services.

Purpose of the conspiracy

2. It was the purpose of the conspiracy for the defendant to unlawfully enrich herself, and those known and unknown to the grand jury, by (a) submitting false and fraudulent claims to Medicare and Medicaid programs that were medically unnecessary, not eligible for coverage, and/or not performed; by (b) concealing the submission of false and fraudulent claims to Medicare and Medicaid programs and the receipt and transfer of proceeds from the fraud, and by (c) diverting the proceeds of the fraud for the personal use and benefit of the defendant and her co-conspirators.

Manner and means

3. The manner and means by which the defendant sought to accomplish the purpose and object of the conspiracy included, among other things:

4. Defendant GIBBS would and did maintain valid Medicare and Medicaid provider numbers for Daybreak and other related companies in order to submit claims to Medicare for PHP services and claims to Medicaid for other services that were not medically necessary and in some cases not provided.

5. Defendant GIBBS would and did own and operate Daybreak PHP, and would and did own and operate, along with her relatives, including T.G., S.O., C.G., S.E.O., and others, the following companies, including but not limited to: Daybreak Rehab Center; Daybreak Home Health Nursing Services; Gibbs Care Home Inc.; Procure Community Resources, Inc.; Health Max; Visionaire; and Everyday Health Management Services.

6. C.G. and GIBBS would and did file an assumed name certificate for Daybreak Home Health Nursing Services, with the same business address as Daybreak PHP.

7. T.G. would and did file an assumed name record in Fort Bend County, Texas for Health Max in 2007.

8. Relative S.E.O. would and did file assumed name records in Fort Bend County for Everyday Health Management Services.

9. Relative S.E.O., along with S.E.O.'s sister, C.O., would and did file incorporation papers for Procure Community Resources, Inc., with the Texas Secretary of State.

10. GIBBS would and did write checks to Procure from Daybreak-related accounts totaling approximately \$46,742.24 from 2011 through 2012.

11. GIBBS would and did write checks from Daybreak related accounts to Everyday Health Management Services totaling approximately \$125,213 from 2007 through 2008. Everyday Health Management Services was owned and operated by a relative of GIBBS, S.E.O.

12. GIBBS would and did pay checks to relative S.E.O. from various Daybreak related accounts totaling approximately \$114,004.07 from 2009 through 2012.

13. GIBBS would and did pay C.G., her spouse, checks from various Daybreak related accounts totaling approximately \$472,196.78 from 2007 through February 2015.

14. GIBBS would and did pay GIBBS' niece, S.O., in checks from various Daybreak related accounts totaling approximately \$379,004.34 January 2007 through February 2015.

15. GIBBS would and did pay T.G., her son, in checks from various Daybreak accounts totaling approximately \$495,341.19 from January 2007 through February 2015. GIBBS would and did pay to Health Max, owned by T.G., in checks from various Daybreak accounts totaling approximately \$244,239.32 from July 2007 through February 2015.

16. Defendant GIBBS would and did bill Medicare, Medicaid and other state-funded programs through many of her related businesses, listed above.

17. C.G., a social worker, would and did manage the day-to-day operations at Daybreak and conduct some of the group therapy sessions at Daybreak PHP.

18. C.G. would and did have his name listed on a "Patient Referral Roster" for patients S.C. (x9307) and I.S. (x7691A).

19. S.E.O. would and did do billing for Daybreak PHP under the direction of C.G. and GIBBS.

20. S.O., GIBBS' niece, would and did work at Daybreak PHP.

21. Defendant GIBBS would and did enroll some Daybreak PHP patients in her related businesses, including Medicaid-funded, home based community services (HCS), as a way to continue billing Medicaid and as a way to keep patients coming to her PHP business and to encourage families of patients to allow the patients to continue at Daybreak PHP.

22. Defendant GIBBS would and did have patients R.We. (x3961C3), C.Z. and J.Z. in an HCS program that she owned and operated.

23. Defendant GIBBS would and did pay the sister of R.We. (x3961C3), for "foster care" of R.We. through a business operated by GIBBS.

24. The sister of R.We. (x3961C3) would and did state that the Daybreak's PHP patients would exercise, color, play games and take field trips, which Medicare would not cover as PHP.

25. Defendant GIBBS and C.G. would and did perform group therapy for Medicare beneficiaries in Daybreak PHP who moved in and out of other PHP facilities in Houston. Daybreak patients P.S., O.S., L.W. were billed from PHP services by another

facility. In the timeframe of the indictment, 75 Daybreak PHP patients would and did get PHP treatment from two other Houston-area PHP facilities; 217 Daybreak PHP patients would and did get PHP treatment from one other PHP facility in the Houston area.

26. Defendant GIBBS would and did create, through relatives, including T.G. and S.E.O., businesses so that GIBBS could transfer money from bank accounts containing fraudulently paid Medicare and Medicaid claims to these other businesses, and then she would and did withdraw or directed her relatives and agents to withdraw cash from these accounts to pay marketers, recruiters, group home owners and others.

27. Defendants GIBBS and C.G. would and did rotate some Medicare patients in and out of PHP on approximate 90-day billing periods and sometimes longer, waiting a few weeks, re-admitting them to PHP and then beginning another PHP billing cycle. For some patients, this rotation in and out of Daybreak PHP would and did begin in 2007 and 2008 and continuing to the present, including but not limited to beneficiaries C.Z., and J.Z.

28. Defendant GIBBS would and did falsely submit claims to Medicare in 2012 and 2013, certifying that psychiatrist I.A. was the treating psychiatrist for beneficiaries long after I.A. quit working for Daybreak.

29. Defendant GIBBS would and did submit claims to Medicare for PHP for GIBBS' mother, R.Wh. (x2256A), who would not and did not attend group sessions. Daybreak

PHP would and did bill Medicare approximately \$38,600 and was paid approximately \$23,595.42 for PHP services for GIBBS' mother, R. Wh. GIBBS would and did write checks to her mother totaling \$5,255 from 2007 through 2014.

30. Defendant GIBBS would and did submit claims in 2008 to Medicare for group therapy sessions for patient P.H. who worked answering phones, signed patient files and did not always attend group therapy. Daybreak would and did bill approximately \$20,800 and was paid approximately \$8,425.20 for PHP services for P.H. From 2008 through 2010, P.H. would and did receive checks from Daybreak related accounts, totaling \$10,372.05.

31. GIBBS would and did bill Medicaid for P.H. through Procure Community Services from March 2010 through November 2010 for psychotherapy under procedure codes 90806 and 90857.

32. Defendant GIBBS would and did acknowledge in July of 2010 that she knew that Medicare did not cover ambulance trips to PHP services.

33. Defendant GIBBS would and did tell Medicare investigators that she would no longer allow patients to come to Daybreak in ambulances, but PHP patients continued to arrive at Daybreak by ambulance through 2012.

34. Medicare patients C.Z. and J.Z. would and did receive ambulance transports to Daybreak PHP from GIBBS' homes on Mulberry and Brazos Bend in the Houston area.

35. G.J.C. would and did allow patients in her group home to attend Daybreak PHP, including but not limited to patients R.B., R. Br., L.K., L.R., C.V., and T.W. Daybreak PHP billed Medicare approximately \$122,920 and was paid approximately \$78,492.09 for PHP services to these six patients.

36. Group home owner F.E. would and did allow her patients to attend Daybreak PHP. Patients S.C., T.F., R.K., and I.S. lived at the group home owned and operated by F.E. Daybreak billed Medicare approximately \$546,400 and was paid approximately \$308,123.14 for PHP services for these four patients.

37. Group home owner G.F. would and did allow her patients to attend Daybreak PHP, including but not limited to patients G.A., I.B., M.B., T.B., G.C., O.F., E.L., T.M., C.Mc., C.N., A.J.P., K.S., J.W., G.W., J.Wh. Daybreak PHP billed Medicare approximately \$481,040, and was paid approximately \$262,162.03 for PHP services for these 15 patients.

38. Group home owner F.H.J. would and did allow her patients to attend Daybreak PHP. Patients R.B., E.B., K.C., B.D., R.J., L.K., N.M., D.M., T.M., S.O., C.S., K.W., C.W., and N.Y. lived at F.H.J.'s group home. Daybreak billed Medicare approximately \$170,760 and was paid approximately \$101,272.48 for PHP services for these 14 patients.

39. F.H.J. would and did own an ambulance company and would and did transport her group home patients to Daybreak PHP.

40. Group home owner S.D.J. would and did allow her patients to attend Daybreak PHP, including but not limited to patients R.A., V.A., M.J., S.L., P.M., E.N., S.P., J.R., C.R., T.S., and K.W. Daybreak billed Medicare approximately \$49,040 and was paid approximately \$29,032.40 for PHP services for these 11 patients.

41. Group home owner E.M.J. would and did allow her patients to attend Daybreak PHP. Patients R.A., M.C., C.D., S. L., and J.R. lived at E.M.J.'s group home. Daybreak billed Medicare approximately \$54,880 and was paid approximately \$24,381.64 for PHP services on these five patients.

42. Group home owner I.M.P. would and did allow her patients to attend Daybreak PHP. Patients SA., E.B., M.B., M.C., L.C., F.F., C.H., E.H., W.H., N.H., J.H., T.H., K.L., R.P., F.P., R.S., D.S., F.S., M.T., and D.T. lived at I.M.P.'s group home. Daybreak billed Medicare approximately \$185,840 on these patients, and was paid approximately \$93,355.34.

43. Defendant GIBBS from January 1, 2007 through the present, would and did submit or cause to be submitted to Medicare approximately \$15,447,207 in claims, of which \$8,680,480 was paid, and at least \$861,711.07 was paid by Medicaid.

COUNT 2

CONSPIRACY TO PAY AND RECEIVE KICKBACKS

(18 U.S.C. § 371)

1. Count 1 of the Indictment is re-alleged and incorporated by reference as if fully set out herein.

2. From 2007 to the present, the exact dates being unknown to the Grand Jury, in the Houston Division of the Southern District of Texas, and elsewhere, the defendants,

**GWENDOLYN ARNETTA GIBBS, A.K.A.
GWENDOLYN ARNETTA GUIDRY, and
JUSTINA OBUMNADOR UZOWULU**

did knowingly and willfully combine, conspire, confederate and agree with each other and others known and unknown to the grand jury, to commit certain offenses against the United States, that is:

- a. To violate Title 42, United States Code, Section 42 U.S.C. Section 1320a-7b(b)(1), by knowingly and willfully soliciting and receiving remuneration, specifically, kickbacks and bribes, directly and indirectly, overtly and covertly, in return for referring individuals for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part by Medicare or Medicaid; and for the purchasing, leasing, ordering and arranging for and recommending the purchasing, leasing and ordering of any good, item and service for which payment may be made in whole or in part by a Federal health care program, that is Medicare and/or Medicaid and
- b. To violate Title 42, United States Code, Section 1320a-7b(b)(2), by knowingly and willfully offering and paying remuneration, specifically, kickbacks and

bribes, directly and indirectly, overtly and covertly, in return for referring individuals for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part by Medicare or Medicaid; and for the purchasing, leasing, ordering and arranging for and recommending the purchasing, leasing and ordering of any good, item and service for which payment may be made in whole or in part by a Federal health care program, that is Medicare and/or Medicaid and

Purpose of conspiracy

3. It was the purpose of the conspiracy to unlawfully enrich themselves by paying and receiving kickbacks and bribes in exchange for the referral of Medicare and Medicaid beneficiaries for whom GIBBS and her co-conspirators would then submit false and/or medically unnecessary claims to Medicare and Medicaid.

Manner and means

4. It was part of the conspiracy that:

5. Defendant GIBBS would and did issue checks to group home owners and others in exchange for the referral of Medicare and Medicaid beneficiaries to Daybreak's PHP program, including but not limited to UZOWULU.

Overt acts

6. Defendant UZOWULU would and did own and operate a group home in Houston, Texas, and she would and did transport or cause her patients A.P., M.B., J.H., F.C., and S.J. to be transported to Daybreak's PHP program.

7. Defendant GIBBS would and did pay UZOWULU approximately \$3,200 in checks drawn of various accounts, from 2008 through January of 2012, including but not limited to \$600 check #1728, dated 10-2-2008; \$450 check #450, dated 2-25-2011; \$800 check #1400, dated 9-27-2011; two \$400 checks #1574 and 1575, dated 11-18-2011; and \$450 check # 284, dated 1-23-2012.

8. Defendant GIBBS would and did pay group home owner E.J.B. approximately \$1,850 in 2009 and 2010, based on two checks from a Daybreak related account. Daybreak PHP patients M.F., O.S., P.S. R. Wh., L.W. lived at E.J.B.'s group home. GIBBS billed Medicare approximately \$880,360 and was paid approximately \$417,880.03 for PHP services for these five patients.

9. Defendant GIBBS would and did pay group home owner C.O.O. \$12,000 in checks written on various Daybreak-related accounts from December 2008 through May 2010. Daybreak PHP patients H.B., E.B., B.B., M.B., B.Bo., T.B., P.C., J.C.M., J.H., W.H., J.H., A.J., A.K., J.K., B.M., E.M., R.S., O.S., G.U., M.V., and R.Wh. lived at C.O.O.'s group home. Daybreak billed Medicare approximately \$1,641,440 and was paid 1,035,413.58 for PHP services for these 21 patients.

10. Defendant GIBBS would and did pay group home owner R.L.P. \$1,800 in checks dated in January and February of 2008. Daybreak patients S.C., L.D., A.F., S.G., L.M., F.N., C.O., S.P., K.S., and M.S. lived at R.L.P.'s group home. Daybreak billed Medicare approximately \$182,240, and was paid approximately \$77,314.42 for PHP services for these 10 patients.

11. Defendant GIBBS would and did pay M.T. and R.T. for the referral of patients to Daybreak PHP. Defendant GIBBS would and did write checks to M.T. and R.T. in 2007 through 2009 for approximately \$44,850 from various Daybreak related bank accounts. Defendant GIBBS would and did write checks for the same amount, in sequential order, to M.T. and R.T.

12. Defendant GIBBS would and did pay marketer R.F. approximately \$4,200 in cash for patients he brought to Daybreak PHP for approximately one month. GIBBS would and did pay marketer R.F. approximately \$300 per patient that R.F. brought to the Daybreak PHP.

COUNTS THREE THROUGH TEN
Payment and Receipt of Healthcare Kickbacks
(42 U.S.C. § 1320a-7b(b)(1) & (b)(2) and 18 U.S.C. § 2)

1. Counts 1 and 2 of the Indictment are re-alleged and incorporated by reference as if fully set forth herein.
2. On or about the dates enumerated below, in the Houston Division of the Southern District of Texas and elsewhere, the defendants as set forth below, aiding and abetting

each other and others known and unknown to the Grand Jury, did knowingly and willfully offer and pay remuneration, specifically kickbacks and bribes, directly and indirectly, overtly and covertly, in exchange for referring individuals for the furnishing and arraigning for the furnishing of any item and service for which payment may be made in whole or in part by Medicare and Medicaid and by knowing and willfully soliciting and receiving remuneration, specifically kickbacks and bribes, directly and indirectly, overtly and covertly, in return for referring individuals for the furnishing and arranging for the furnishing of any item and service for which payment may be made in whole or in part by Medicare and Medicaid:

Count	Defendant	Amount of Kickback	Date Kickback Paid	Patient(s)
3	GIBBS	\$800 (Check #1400)	9-27-2011	Kickback payment made to UZOWULU for patients from UZOWULU's group home getting PHP services at Daybreak

4	UZOWULU	\$800 (Check #1400)	9-27-2011	Kickback accepted from GIBBS for patients from UZOWULU's group home getting PHP services at Daybreak
5	GIBBS	\$450 (Check #1574)	11-18-2011	Kickback payment made to UZOWULU for patients from UZOWULU's group home getting PHP services at Daybreak
6	UZOWULU	\$450 (Check #1574)	11-18-2011	Kickback accepted from GIBBS for patients from UZOWULU's group home getting PHP services at Daybreak

7	GIBBS	\$450 (Check #1575)	11-18-2011	Kickback payment made to UZOWULU for patients from UZOWULU's group home getting PHP services at Daybreak
8	UZOWULU	\$450 (Check #1575)	11-18-2011	Kickback accepted from GIBBS for patients from UZOWULU's group home getting PHP services at Daybreak
9	GIBBS	\$450 (Check #284)	1-23-2012	Kickback payment made to UZOWULU for patients from UZOWULU's group home getting PHP services at Daybreak

10	UZOWULU	\$450 (Check #284)	1-23-2012	Kickback accepted from GIBBS for patients from UZOWULU's group home getting PHP services at Daybreak
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In violation of 42 U.S.C. § 1320a-7b(b)(1) & (b)(2) and 18 U.S.C. § 2.

**COUNTS ELEVEN - FIFTEEN
HEALTH CARE FRAUD
(18 U.S.C. §§ 1347 AND 2)**

INTRODUCTION

1. The factual allegations of Counts 1-10 of this Indictment are re-alleged and incorporated here as though fully set forth herein.

44. 2. Defendant GIBBS from January 1, 2007 through the present, would and did cause to be submitted to Medicare approximately \$15,447,207 in claims, of which approximately \$8,680,480 was paid, and at least \$861,711.07 was paid by Medicaid.

PURPOSE OF THE SCHEME TO DEFRAUD

3. It was the purpose of the scheme to defraud to obtain money from the Medicare and Medicaid programs for the defendants to unlawfully enrich themselves by falsely

and fraudulently representing to Medicare and Medicaid that beneficiaries needed and/or received PHP services and/or psychiatric services.

4. Beginning on or about January 1, 2007, and continuing thereafter to the present, in the Houston Division of the Southern District of Texas, the defendant,

**GWENDOLYN ARNETTA GIBBS,
A.K.A. GWENDOLYN ARNETTA GUIDRY**

as identified in the specific counts below, aided and abetted by others known and unknown to the grand jury, did knowingly and willfully execute and attempt to execute a scheme and artifice to defraud a health care benefit program affecting commerce, namely Medicare, and to obtain by means of material, false and fraudulent pretenses, representations and promises, any of the money and property owned by, and under the custody and control of, a health care benefit program in connection with the delivery of and payment for health care benefits, items and services, to wit; on or about the listed dates, the defendant caused to be submitted false and fraudulent claims to Medicare as indicated below:

COUNTS 11-15

Ct	Patient Medicare Number	Code	Dates of Service (on or about)	Approx. Amount Billed to Medicare	False representation
11	Medicare No. x969C2 C.Z.	G0410	12-19-2012	\$200.00	Billed under psychiatrist I.A. who did not treat or see patient
12	Medicare No. X969C1 J.Z.	G0410	12-19-2012	\$200.00	Billed under psychiatrist I.A. who did not treat or see patient
13	Medicare No. R.We. X39613C	G0410	12-19-2012	\$160.00	Billed under psychiatrist I.A. who did not treat or see patient
14	I.S. X7691A	G0410	12-18-2012	\$200.00	Billed under psychiatrist I.A. who did not treat or see patient

15	R.W. X7612A	G0410	2-19-2013	\$200.00	Billed under psychiatrist I.A. who did not treat or see patient
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In violation of Title 18, United States Code, Sections 1347 and 2.

**COUNTS SIXTEEN THROUGH TWENTY
(Engaging in Monetary Transactions in Property Derived from
Specified Unlawful Activity – 18 U.S.C. § 1957 and 2)**

1. Factual allegations contained in Counts 1-15 of this Indictment are re-alleged and incorporated as though fully set forth herein.
2. On or about the dates set forth below, in the Houston Division of the Southern District of Texas and elsewhere, the defendant

**GWENDOLYN ARNETTA GIBBS,
A.K.A. GWENDOYLYN ARNETTA GUIDRY**

did knowingly engage and attempt to engage in a monetary transaction by, through, or to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, that is, health care fraud in violation of 18 U.S.C. § 1347, conspiracy to commit health care fraud in violation of 18 U.S.C. § 1349, conspiracy to commit

kickback fraud in violation of 18 U.S.C. § 371, and violation of the Anti-Kickback statutes 42 U.S.C. §§ 1320a-7b (b)(1) & (b)(2), as follows:

Count	Date (on or about)	Monetary Transaction
16	1-25-13	GWENDOLYN A. GIBBS, A.K.A. GWENDOLYN A. GUIDRY, writes check #812 for \$10,250.26 to "Health Max" from Chase account x1201 for Daybreak Rehabilitation Center, Inc.,
17	7-25-11	GWENDOLYN A. GIBBS, A.K.A. GWENDOLYN A. GUIDRY, writes check #750 from Chase account x2680 for \$17,500 to Fort Bend County Tax Office for house on Della Creek.
18	7-26-12	GWENDOLYN A. GIBBS, A.K.A. GWENDOLYN A. GUIDRY, negotiates debit card transaction from Chase account x1201 for \$17,950.81 to IRS.
19	9-29-11	GWENDOLYN A. GIBBS, A.K.A. GWENDOLYN A. GUIDRY, negotiates debit card transaction from Chase account x0457 for \$14,239.96 to IRS.
20	9-26-12	GWENDOLYN A. GIBBS, A.K.A. GWENDOLYN A. GUIDRY, negotiates debit card transaction from Chase account x1201 for \$10,723.18 to IRS

In violation of Title 18, United States Code, Sections 1957 and 2.

**NOTICE OF FORFEITURE
(18 U.S.C. § 982(a)(7))**

1. Pursuant to Title 18, United States Code, Section 982(a)(7), as a result of the criminal offenses charged in Counts 1-15 of this Indictment, the United States of America gives notice to the defendants,

**GWENDOLYN ARNETTA GIBBS, A.K.A.
GWENDOLYN ARNETTA GUIDRY, and
JUSTINA OBUMNADOR UZOWULU**

that upon conviction, all property, real or personal, which constitutes or is derived, directly or indirectly, from gross proceeds traceable to such offenses, is subject to forfeiture.

NOTICE OF FORFEITURE

(18 U.S.C. § 982(a)(1))

1. Pursuant to Title 18, United States Code, Section 982(a)(1), as a result of the criminal offenses charged in Counts 16-20, the United States of America gives notice to the defendant

**GWENDOLYN A. GIBBS, A.K.A.
GWENDOLYN A. GUIDRY**

that upon conviction, all property, real or personal, involved in money laundering offenses or traceable to such offenses is subject to forfeiture.

Money Judgment

2. All defendants are further notified that, upon conviction, the United States of

America shall seek a personal money judgment in an amount equal to the total value of the property subject to forfeiture, which is at least \$8,680,480, and for which the Defendants may be jointly and severally liable.

Substitute Assets

3. Defendants are notified that in the event that property subject to forfeiture, as a result of any act or omission of any defendant:

- (A) cannot be located upon the exercise of due diligence;
- (B) has been transferred or sold to, or deposited with, a third party;
- (C) has been placed beyond the jurisdiction of the court;
- (D) has been substantially diminished in value; or
- (E) has been commingled with other property which cannot be divided without difficulty,

the United States will seek to forfeit any other property of the Defendants up to the total value of the property subject to forfeiture pursuant to Title 21, United States Code, Section 853(p), incorporated by reference in Title 18, United States Code, Section 982(b)(1).

A TRUE BILL

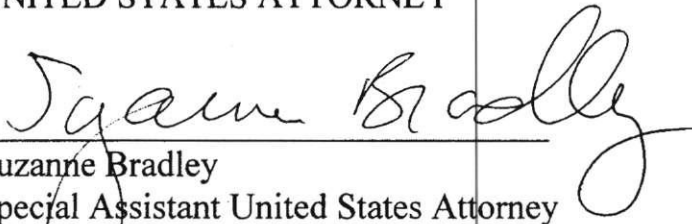
Original Signature On File

FOREPERSON

KENNETH MAGIDSON

UNITED STATES ATTORNEY

BY:



Suzanne Bradley
Special Assistant United States Attorney