

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION

FILED

APR 2 2016

UNITED STATES OF AMERICA)
)
 v.)
)
 CATRINA COPELAND and)
 STEPHANIE GOVAN)
)

CR. NO. 1:16-cr-138-WK (CLERK
U.S. DISTRICT COURT
MIDDLE DIST. OF ALA.)
[18 U.S.C. § 371;
18 U.S.C. § 1347]

INDICTMENT

The Grand Jury charges:

INTRODUCTION

At all times relevant to this indictment:

1. Defendant Catrina Copeland worked as a mental health counselor and lived in or around Dothan, Alabama.
2. Defendant Stephanie Govan worked as a mental health counselor and lived in or around Dothan.
3. The Counseling Place, LLC (The Counseling Place) was an Alabama limited liability corporation created for the purpose of providing on-site and in-home counseling services to young adults and maintaining a central office at 2310 Brannon Stand Road, Dothan 36305.

A. The Counseling Place

4. Copeland, along with at least one other person, owned The Counseling Place. In addition to being an owner, Copeland also worked for the business as a counselor. Govan was a counselor who worked as a counselor for The Counseling Place. Additionally, The Counseling Place had agreements with approximately 13 other counselors for those counselors to provide counseling services on behalf of The Counseling Place, including, but not limited to: L.F., K.H., J.J., M.L., C.L., T.M., and M.S.

5. The Counseling Place received most of its business through referrals from schools and juvenile courts. Counselors working for The Counseling Place primarily provided counseling at either a patient's school or home.

B. Medicaid Requirements

6. The Counseling Place was enrolled as a participating provider in the Medicaid program. Copeland, on behalf of The Counseling Place, had completed all of the forms necessary for enrollment. Medicaid was a state administered health care program funded primarily by the United States Government. It provided certain health care services for indigent and low-income citizens who qualify under guidelines promulgated by states. The Alabama Medicaid Agency (Alabama Medicaid) was an entity established by the federal and state governments to furnish medical assistance to the indigent and poor. Alabama Medicaid was a "health care benefit program," as that term was defined at Title 18, United States Code, Section 24(b).

7. Because The Counseling Place was an enrolled Medicaid provider with Alabama Medicaid, The Counseling Place could submit bills to Alabama Medicaid, under its assigned provider number, and obtain reimbursement for services rendered by counselors working for Alabama Medicaid to Alabama Medicaid recipients.

8. Alabama Medicaid required enrolled providers maintain on file (but not submit) session notes documenting reimbursed counseling services.

9. Copeland, Govan, and the seven other counselors working for The Counseling Place and named in paragraph 4 (to wit, L.F., K.H., J.J., M.L., C.L., T.M., and M.S.) did not hold any professional counseling licenses of any kind. Rather, each counselor held a master's degree or above from a university or college with an accredited program for the respective degree in

psychology, social work, counseling, behavioral specialist, or other human service field areas. During the relevant period, Alabama Medicaid paid for counseling services provided by non-licensed, master's degree holders (like the above-mentioned counselors working for The Counseling Place) when, inter alia, the counselor had six months of post master's level clinical experience supervised by a master's level or above clinician with two years of post graduate clinical experience.

10. To prove that a non-licensed master's degree holder met the criteria referred to in paragraph 9, Alabama Medicaid required that a provider being supervised submit to Alabama Medicaid a contract establishing a supervisory relationship between the non-licensed counselor and a qualified clinician. Alabama Medicaid provided a template for such contracts, labeled "supervision contract." That template required the parties (the non-licensed counselor and the licensed clinician) to state: (1) that the licensed clinician "assume[d] legal, professional and ethical responsibility for the work that (s)he performs in the course of his/her professional relationship; (2) that the licensed clinician "agree[d] to monitor and insure that (s)he is working within his or her professional competence and is meeting all standards of the Alabama Medicaid Agency and the applicable professional licensing board's rules and regulations; and (3) that the licensed clinician "accept[ed] all responsibility for all professional activities covered by [the] contract." Further, the template required the licensed clinician to make the following promises:

I am fully informed regarding the allied mental health professional's educational and experiential background, including, but not limited to, psychological work under previous supervision, professional training, workshops, and continuing education.

I will review on an ongoing basis all psychological work requiring supervision of the allied mental health professional.

I will review and co-sign reports and other appropriate documents (which include reports, evaluations, notes from treatment sessions, files and other clinical material of the licensee relevant to his or her practice).

I will insure the written notification to clients or patients of the supervisory process, including the disclosure of clinical information to me and the means by which I may be contacted.

I will offer and provide supervision only within the area of my competence and will insure that my professional expertise and experience is congruent with the practice of the supervisee.

I will direct the supervisee to practice only within the areas for which he or she is qualified by education, training and supervised experience.

I will establish and maintain a level of supervisory contact consistent with established professional standards and requirements of the Alabama Medicaid Agency Provider Manual Chapter 34, and remain accessible to the supervisee and his or her clients.

I will direct the supervisee to keep me informed of services provided by the supervisee.

If I have reason to believe that the supervisee is practicing in a manner which indicates that ethical or legal violations have been committed, I shall proceed as prescribed by the most recent version of the Code of Ethics of the American Psychological Association.

I will maintain a clear and accurate record of supervision with the supervisee.
I will file a final supervision report with the Alabama Medicaid Agency within two weeks of the termination of supervision.

I am informed of the Ethical Principles of Psychologists and Code of Conduct and General Guidelines for Providers of Psychological Services of the American Psychological Association.

In turn, the template supervision contract required the non-licensed counselor to make the following promises:

I will attend all scheduled supervision sessions.

I will provide the supervisor with a disclosure of all psychological services being offered or rendered by me.

I will cooperate fully with the supervisor to assure that all conditions of the supervision are fulfilled.

I will provide the supervisor with all information necessary for the supervisor to advise me on cases presenting professional, ethical, or legal concerns.

I will file a revised supervision contract form within 45 days of a change in the conditions specified in the supervision contract form on file with the Alabama Medicaid Agency.

I will obtain a written, signed consent form from each patient or client that informs them that for billing purposes, I may need to release/share clinical information with our agency-enrolled psychologist.

....

I agree that supervision shall be provided in face-to-face and primarily one-on-one sessions by the supervisor of record. . . .

The template required the non-licensed counselor and the licensed clinician to both sign and date the document.

11. After a counselor working for The Counseling Place (including Defendants Copeland and Govan) provided counseling services that were reimbursable by Alabama Medicaid, the counselor submitted her session notes to the business's office manager. The office manager then: (1) submitted a bill to Alabama Medicaid; and (2) placed the session notes into a file located at The Counseling Place's Dothan office. It was the responsibility for the counselor to ensure that the session notes accurately reflected the services provided. Counselors knew that, when they submitted session notes to the office manager, those notes would form the bases for bills to Alabama Medicaid.

12. Counselors received, primarily through business checks, approximately 20 percent of the payment received by The Counseling Center for a service rendered by the counselor. Counselors working for The Counseling Place did not receive any salary. The counselors' compensation derived solely on the above-described commission payment system.

COUNT 1

13. The factual allegations contained in paragraphs 1 through 12 of this indictment are realleged and incorporated herein as if copied verbatim.

14. Beginning in or about January 2012 and continuing until in or about December 2014, in Houston County, within the Middle District of Alabama and elsewhere, the defendants,

**CATRINA COPELAND and
STEPHANIE GOVAN,**

as well as others, both known and unknown to the grand jury, unlawfully and knowingly agreed, combined, and conspired with others and each other to commit offenses against the United States, specifically, health care fraud, in violation of Title 18, United States Code, Section 1347, that is, the defendants knowingly and willfully executed and attempted to execute a scheme or artifice to obtain, by means of materially false and fraudulent representations, money and property owned by and under the custody and control of Alabama Medicaid in connection with the payment for health care benefits, items, and services, all in violation of Title 18, United States Code, Section 371.

MANNER AND MEANS

15. To perpetuate this scheme, the defendants submitted to the office manager documents that the office manager then, with the defendants' knowledge and consent, used to bill Alabama Medicaid for counseling services that the counselors had not actually performed.

16. Alabama Medicaid then paid The Counseling Center for counseling services that Copeland and Govan purported (to the office manager) to have performed that in fact had never been performed. Copeland and Govan then received portions of the payments provided by Alabama Medicaid to The Counseling Center.

ACTS IN FURTHERANCE OF THE CONSPIRACY

17. To accomplish the objectives of the conspiracy, the defendants took the following overt acts and caused the following overt acts to occur, in the Middle District of Alabama, and elsewhere:

18. On or about January 2, 2013, Defendant Copeland caused to be transmitted to Alabama Medicaid a bill for service reflecting that Copeland had provided 45 to 50 minutes of counseling services on or about December 25, 2012 to a beneficiary-patient, N.F., when in fact, Copeland had not provided any counseling services to N.F. on or about that day. On or about January 4, 2013, Alabama Medicaid paid The Counseling Place \$116.25 for this purported service, which was never actually rendered.

19. On or about December 6, 2013, Defendant Copeland caused to be transmitted to Alabama Medicaid and bill for service reflecting that Copeland had provided 45 minutes of family counseling services on or about November 28, 2013 to a beneficiary-patient, O.B., when in fact, Copeland had not provided any family counseling services to O.B. on or about that day or any other day during the relevant period. On or about December 6, 2013, Alabama Medicaid paid The Counseling Place \$106.70 for this purported service, which was never actually rendered.

20. On or about January 2, 2014, Defendant Govan caused to be transmitted to Alabama Medicaid and bill for service reflecting that Govan had provided 45 minutes of family counseling services on or about December 24, 2013 to a beneficiary-patient, E.F., when in fact, Govan had not provided any family counseling services to E.F. on or about that day or any other day during the relevant period. On or about January 3, 2014, Alabama Medicaid paid The Counseling Place \$106.70 for this purported service, which was never actually rendered.

21. On or about January 17, 2014, Defendant Govan caused to be transmitted to Alabama Medicaid a bill for service reflecting that Govan had provided 45 minutes of family counseling services on or about December 24, 2013 to a beneficiary-patient, A.G., when in fact, Govan had not provided any family counseling services to A.G. on or about that day or any other day during the relevant period. On or about January 17, 2014, Alabama Medicaid paid The Counseling Place \$106.70 for this purported service, which was never actually rendered.

All in violation of Title 18, United States Code, Section 371.

COUNTS 2-9

22. The factual allegations contained in paragraphs 1 through 11 of this indictment are realleged and incorporated herein as if copied verbatim.

23. Beginning in or about May 2012 and continuing until in or about December 2014, in Houston County, within the Middle District of Alabama and elsewhere, the defendant,

CATRINA COPELAND,

knowingly and willfully executed and attempted to execute a scheme or artifice to obtain, by means of materially false and fraudulent representations, money and property owned by and under the custody and control of Alabama Medicaid in connection with the payment for health care benefits, items, and services, in violation of Title 18, United States Code, Section 1347.

24. That is, the defendant, acting in her position as the owner of The Counseling Place, submitted or caused to be submitted to Alabama Medicaid eight documents, each purporting to be supervision contracts between the non-licensed counselors working for Copeland (to wit, Govan, L.F., K.H., J.J., M.L., C.L., T.M., and M.S.) and a licensed clinician, L.K. Each document bore L.K.'s name and the name of one of the above-mentioned counselors. The documents purported to establish supervisory relationships between the counselor named on

the document and L.K. so as to satisfy Alabama Medicaid's supervision requirements for reimbursement for counseling services provided by a non-licensed master's degree holder, as discussed in paragraph 9. Accordingly, each document reflected that the listed counselor and L.K. had agreed to the terms recited in paragraph 10. The non-licensed counselor and the approximate execution date of the fraudulent document pertaining to that counselor are as follows, with each document giving rise to a separate count:

COUNT	NON-LICENSED COUNSELOR	EXECUTION DATE OF FRAUDULENT CONTRACT
2	M.S.	May 29, 2012
3	J.J.	June 25, 2012
4	L.F.	June 25, 2012
5	T.M.	June 25, 2012
6	Stephanie Govan	June 26, 2012
7	C.L.	June 26, 2012
8	K.H.	March 2013
9	M.L.	March 11, 2013

25. The licensed psychologist, L.K., did not sign any of the documents described in paragraph 24 and did not knowingly enter into any contractual relationship with any of the counselors employed by The Counseling Place, other than Copeland. To obtain the documents referred to in paragraph 24, the defendant either took, or caused to be took, the following actions: (1) photographing a legitimate supervision contract entered into between Defendant Copeland and L.K.; and (2) replacing the pages on which Defendant Copeland's name and signature

appeared (pages 5 and 6) with pages bearing the name and signature of one of the counselors.

As these documents were fraudulent, L.K. did not make any of the promises required by the template contract, as quoted in paragraph 10. Accordingly, no supervisory relationship sufficient to satisfy Alabama Medicaid's requirements, as described in paragraph 9, ever existed between L.K. and the counselors.

26. On or about the following dates, Alabama Medicaid made the following payments to The Counseling Place, owned by Defendant Copeland, for claims submitted by The Counseling Place for counseling services provided by a counselor named in one of the fraudulent documents submitted by Defendant Copeland:

NAME OF NON-LICENSED COUNSELOR PROVIDING THE SERVICE	TYPE OF COUNSELING SERVICE	DATE OF ALABAMA MEDICAID PAYING THE COUNSELING PLACE FOR THE SERVICE	AMOUNT OF PAYMENT TO THE COUNSELING PLACE
M.S.	45 to 50 minutes of psychotherapy	December 7, 2012	\$53.25
J.J.	45 minutes of individual psychotherapy and family psychotherapy with the patient present	February 27, 2013	\$106.70
L.F.	45 to 50 minutes of psychotherapy	November 2, 2012	\$53.25
T.M.	45 minutes of individual psychotherapy and family psychotherapy with the patient present	June 21, 2013	\$106.70
Stephanie Govan	45 to 50 minutes of psychotherapy	January 18, 2013	\$53.25
C.L.	45 minutes of individual psychotherapy and family psychotherapy with the patient present	June 7, 2013	\$106.70

K.H.	45 minutes of individual psychotherapy and family psychotherapy with the patient present	August 2, 2013	\$106.70
M.L.	45 minutes of individual psychotherapy and family psychotherapy with the patient present	April 5, 2013	\$106.70

Had Alabama Medicaid known, at the time that it made these payments, that no contractual relationship existed between the non-licensed counselor providing the service and L.K., or any other licensed clinician, Alabama Medicaid would not have paid for the service. Thus, Copeland, through The Counseling Place, obtained money and property owned by and under the custody and control of Alabama Medicaid in connection with the payment for health care benefits, items, and services, only by first submitting the fraudulent documents giving rise to counts 2 through 9.

All in violation of Title 18, United States Code, Section 1347.

FORFEITURE ALLEGATION

A. The allegations contained in counts 1 through 9 of this indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 982(a)(7).

B. Upon conviction of the offenses in violation of Title 18, United States Code, Section 371, set forth in Count 1 of this Indictment, or Title 18, United States Code, Section 1347, set forth in counts 2 through 9 of this indictment, the defendants,

**CATRINA COPELAND and
STEPHANIE GOVAN,**

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7), any property, real or personal, which constitutes or is derived from proceeds of said violations, including, but not limited to, a money judgment.


C. If any of the property described in this forfeiture allegation, as a result of any act or omission of the defendants:

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

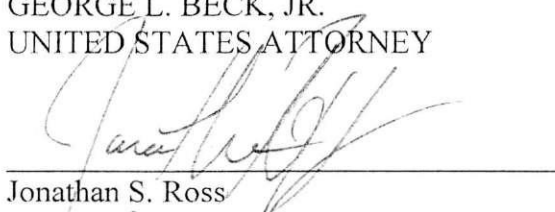
the United States shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

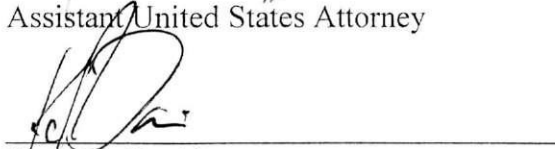
All pursuant to Title 18, United States Code, Section 982(a)(7).

A TRUE BILL:


Foreperson

GEORGE L. BECK, JR.
UNITED STATES ATTORNEY


Jonathan S. Ross
Assistant United States Attorney


Kevin P. Davidson
Assistant United States Attorney