IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA RICHMOND DIVISION

UNITED STATES OF AMERICA

v.

T'AISYA SQUIRE,

Defendant.

Case No. 3:26-cr- 11

18 U.S.C. § 1035(a)(2)
False Statements Related to Health Care Matters
(Count 1)

Forfeiture Allegation

CRIMINAL INFORMATION

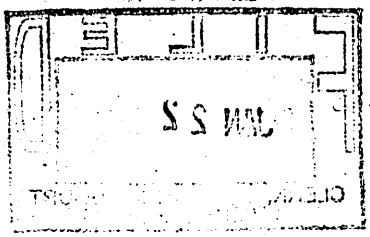
THE UNITED STATES ATTORNEY CHARGES THAT:

GENERAL ALLEGATIONS

At all times relevant to this Criminal Information:

1. Individual 1 and Individual 2 began operating Divine Youth Counseling LLC ("Divine Youth") in or about 2021. Divine Youth was a mental health agency based in Henrico, Virginia and purported to provide mental health services for Medicaid recipients in the Eastern District of Virginia. Individual 1 was Divine Youth's Chief Executive Officer, and Individual 2 was Divine Youth's Program Director. Individual 3 was employed by Divine Youth and purported to provide mental health services on behalf of the agency. Individual 1 and Individual 2 are twin sisters, and Individual 1 and Individual 3 were involved in a romantic relationship. Individual 1, Individual 2, and Individual 3 resided together in a single-family home in Henrico, Virginia, within the Eastern District of Virginia.

2. Between October 2020 and September 2025, Divine Youth billed Virginia Medicaid more than $23,500,000. The majority of those claims reflected Divine Youth's billings



for two Medicaid programs, Crisis Stabilization and Mobile Crisis Response ("Mobile Crisis"), both of which were designed to treat individuals in acute need of mental health services.

3. The defendant, T'Aisya Squire, worked at Divine Youth between July 2021 and June 2025. During this time, defendant Squire resided in the Eastern District of Virginia.

4. Defendant Squire conspired with Individual 1, Individual 2, Individual 3, and others, to draft fraudulent medical records that Individual 1 used to bill Virginia Medicaid for Crisis Stabilization and Mobile Crisis services that were never rendered. The coconspirators falsely claimed that two mental health professionals simultaneously provided services to recipients, when in truth and in fact, at most one mental health professional provided the services. The false claims that two providers participated in treatment caused Medicaid to pay Divine Youth millions of dollars for services that the purported recipients of those services never received.

I. Virginia Medicaid Mental Health Programs

5. The Virginia Medicaid Program ("Medicaid"), a "health care benefit program" as defined by United States Code 18 U.S.C. § 24, provides medical assistance to individuals in Virginia who meet certain eligibility requirements. The United States Department of Health and Human Services ("HHS"), through its agency, the Centers for Medicare and Medicaid Services ("CMS"), and the Commonwealth of Virginia, Department of Medical Assistance Services ("DMAS"), administer and supervise the administration of the Medicaid program in Virginia. The United States contributes a significant portion of the cost to the Medicaid program.

6. Individuals who receive benefits under Medicaid are commonly referred to as "recipients."

7. Medicaid provides for the delivery of health benefits and additional services through contracted arrangements between DMAS and Managed Care Organizations ("MCOs").

An MCO is a health plan that coordinates a group of doctors and other providers working together to deliver health services. MCOs cover all Medicaid services provided to Medicaid enrollees, including mental health services. In Virginia, the MCOs include Aetna, Anthem, Magellan Health, Molina, Sentara/Optima Health, United Behavioral Health (d/b/a Optum), and Virginia Premier.

A. Crisis Stabilization and Mobile Crisis

8. In 2020, Virginia lawmakers authorized DMAS to develop enhanced mental health services. The new services became effective on December 1, 2021, and included Mobile Crisis Response (hereafter, "Mobile Crisis"). The purpose of Mobile Crisis is to provide rapid response and early intervention to individuals actively experiencing a behavioral health crisis. To be eligible to receive Mobile Crisis services, an individual must be experiencing an active behavioral health crisis, need urgent intervention to stabilize the crisis, and report one of several conditions (such as suicidal, assaultive, or destructive ideas, or an acute loss of control over thoughts that could result in harm to self or others), among other criteria.

9. Mobile Crisis allows a provider to render up to eight hours of services within a 72-hour period to an eligible recipient.

10. DMAS also launched a service called "Crisis Stabilization" services in December 2021. Over time, DMAS has used different names for the Crisis Stabilization program, including "Community Stabilization" and "Family Stabilization," all of which refer to the same general type of service.

11. Crisis Stabilization services are designed to help recipients experiencing a short-term crisis to transition from a high level of care, such as Mobile Crisis, to a relatively lower level of care. The services are available 24 hours a day, seven days a week, to individuals who recently experienced an acute or significant behavioral health crisis. Given the goal of transitioning clients

to lower levels of care, Crisis Stabilization services are designed to typically last no longer than a one-week or two-week period.

12. Mobile Crisis involves a relatively higher level of interventions and care than Crisis Stabilization. Recipients receiving Mobile Crisis are experiencing more acute mental health issues and require more intensive treatment than a recipient of Crisis Stabilization services.

13. For example, an individual who is experiencing an acute onset of suicidal ideation may be seen by a licensed mental health professional to receive Mobile Crisis services and address the individual's behavioral health crisis. After receiving those Mobile Crisis services, the individual may transition to Crisis Stabilization services, with the goal of transitioning to less intensive mental health services within a week or two, as necessary.

14. Clients do not need to receive Mobile Crisis services to be eligible for Crisis Stabilization; depending on the nature of the client's mental health experience, the client may start treatment with Crisis Stabilization services. For example, an individual who experienced a mental health crisis that resulted in his admission to a psychiatric residential treatment facility may receive Crisis Stabilization services when he is discharged from the facility (if he meets other criteria) in order to facilitate that individual's transition to less intensive outpatient treatment.

15. Providers of Crisis Stabilization and Mobile Crisis are prohibited from paying for housing for the recipients of those services, including short-term hotel stays. The programs fund mental health services and are not designed or intended to provide temporary housing while the recipients receive services.

16. Providers must provide Crisis Stabilization and Mobile Crisis services to a single recipient at a given time, one-on-one and face-to-face. Neither program allows providers to treat multiple recipients simultaneously, and neither program allows providers to provide remote

treatment by telehealth or other remote means.

B. LMHPs and QMHPs

17. Crisis Stabilization and Mobile Crisis must be provided by mental health professionals, such as a Licensed Mental Health Professional ("LMHP") or a Qualified Mental Health Professional ("QMHP").

18. The Virginia Department of Health Professions ("DHP") is responsible for issuing licenses and credentials to mental health providers who serve as LMHPs and QMHPs.

19. To qualify as an LMHP, an individual must be a physician, licensed clinical psychologist, licensed professional counselor, licensed clinical social worker, licensed substance abuse treatment practitioner, licensed marriage and family therapist, certified psychiatric clinical nurse specialist, licensed behavior analyst, or licensed psychiatric/mental health nurse practitioner.

20. To qualify as a QMHP, an individual must meet the following criteria: (i) have completed, at a minimum, a bachelor's degree; (ii) have registered with the Virginia Board of Counseling to practice; and (iii) possess a combination of work, training, or experience in providing collaborative behavioral health services for youth or adults.

21. Relative to each other, LMHPs are required to have a higher level of education, training, and experience than QMHPs.

C. Team Treatment and Reimbursement Rates

22. Crisis Stabilization may be performed by an LMHP, a QMHP, or both such providers simultaneously.

23. The chart below reflects the service reimbursement rates that DMAS authorized for Crisis Stabilization depending on the qualifications of the provider(s) conducting the service. As indicated below, the service rates increased on January 1, 2024.

Crisis Stabilization Service Rates			
Provider	**Billing Code Modifier**	**Rate (per 15 minutes) Dec. 1, 2021 – Dec. 31, 2023**	**Rate (per 15 minutes) Jan. 1, 2024 – June, 30 2024**
QMHP only	HN	$40.23	$44.25
LHMP **and** QMHP	HT	$85.83	$94.41

24. Providers billing for services using an "HT" procedure code modifier represent to Medicaid that the services were rendered by *both* a QMHP *and* an LMHP, comprising a multi-disciplinary team, and that the services rendered therefore qualify as "Team Treatment." Team Treatment services are billed at more than double the rate for services provided by a QMHP alone.

25. Mobile Crisis, by contrast, must be provided by either (a) an LMHP acting alone, or (b) a multi-disciplinary team comprised of at least two specified mental health service providers. Mobile Crisis cannot be provided by a QMHP acting alone. The chart below reflects the service reimbursement rates that DMAS authorized for Mobile Crisis depending on the qualifications of the provider(s) conducting the service. Again, the rates increased on January 1, 2024.

Mobile Crisis Service Rates			
Provider	**Billing Code Modifier**	**Rate (per 15 minutes) Dec. 1, 2021 – Dec. 31, 2023**	**Rate (per 15 minutes) Jan. 1, 2024 – June, 30 2024**
LMHP only	HO	$71.08	$78.19
LHMP **and** QMHP	HT	$131.93	$145.12

26. For both Crisis Stabilization and Mobile Crisis, providers can bill for "Team Treatment" only if two providers are actively engaged in delivering the services for the duration of the claimed services. DMAS generally requires both providers to be physically present with the individual recipient when rendering Team Treatment services. The only exception to the physical presence requirement is when one of the two counselors separates from the recipient to

conduct "care coordination" specifically for that individual recipient. Care coordination includes engaging with the recipient's family members, arranging for housing or medical treatment for the recipient, and coordinating with emergency responders or law enforcement on behalf of the recipient. When a provider separates from a client to provide care coordination, the provider must document in the progress note for the covered service the nature of the services that both counselors provided for the billed claims.

D. Progress Notes

27. DMAS required the providers involved in Crisis Stabilization and Mobile Crisis services to draft a progress note for each session. The progress note must reflect individual-specific information regarding the individual recipient's treatment and progress. DMAS required progress notes to include, among other information: (a) the name of the service rendered (e.g., Crisis Stabilization or Mobile Crisis); (b) the date and time that the service was rendered; (c) the dated signature and credentials of the qualified and/or licensed professional(s) who rendered the service; (d) the setting in which the service was rendered, (e) the amount of time spent delivering the service; and (f) an accurate description of the mental health services provided.

28. DMAS does not authorize reimbursement for dates of service for which the associated progress notes fail to meet the minimum documentation requirements.

29. Providers are required to maintain and store progress notes associated with claims the provider submits to MCOs for payment. MCOs and DMAS may request copies of progress notes—for example, when conducting an audit of a provider—but in the normal course of business MCOs and DMAS do not regularly receive or review progress notes for claims billed by a provider.

30. When a provider bills for Team Treatment (a service rendered by an LMHP and a QMHP simultaneously), the progress note associated with the claim must contain the signatures

of both the LMHP and the QMHP who participated in providing the service. DMAS requirements further require that the progress note shall be written, signed, and dated at the time the service is rendered or within one business day from the time the services were rendered.

II. Divine Youth's Fraudulent Team Treatment Claims

31. As noted above, Individual 1 is the Chief Executive Officer of Divine Youth and is responsible for managing the company's billings, compliance, and day-to-day business operations. Individual 2 is Divine Youth's "Program Director" and supervises Divine Youth's counselors and clinical services. Both Individual 1 and Individual 2 are qualified as Supervisees in Clinical Social Work, which allows them to practice as LMHPs.

32. Individual 1 was responsible for submitting Divine Youth's Medicaid billings to the MCOs. Individual 1 was also the sole member of Divine Youth Counseling LLC, and she was the sole signatory on Divine Youth's bank accounts.

33. The defendant, T'Aisya Squire, began working at Divine Youth in or before 2021. From 2021 until early January 2023, defendant Squire worked as a QMHP. On January 9, 2023, defendant Squire became a Supervisee in Social Work, which allowed her to provide services as an LMHP-S. At this time, Individual 1 and Individual 2 promoted defendant Squire to serve as Divine Youth's Supervisor of Crisis Stabilization services.

34. Between January 2022 and June 2024, Divine Youth paid defendant Squire approximately $467,952, which reflects an average annual salary of approximately $187,000. Squire's compensation was a set salary, and it was not contingent on the amount of services Squire or anyone else at Divine Youth provided. In addition, Squire was not directly responsible for submitting claims to MCOs on behalf of Divine Youth, nor did Squire have access to or control over Divine Youth's bank accounts.

35. Other than Individual 1 and Individual 2, defendant Squire was the only other LMHP who was responsible for performing services on behalf of Divine Youth. In 2022, Divine Youth had only two LMHPs—Individual 1 and Individual 2—who were responsible for providing mental health services. Following the defendant's certification as an LMHP-S in January of 2023, Divine Youth employed only three LMHPs who provided services: Individual 1, Individual 2, and defendant Squire.

36. As of 2023, Divine Youth employed (or contracted with) approximately 37 QMHPs.

E. Divine Youth fraudulently billed Medicaid for Team Treatment services

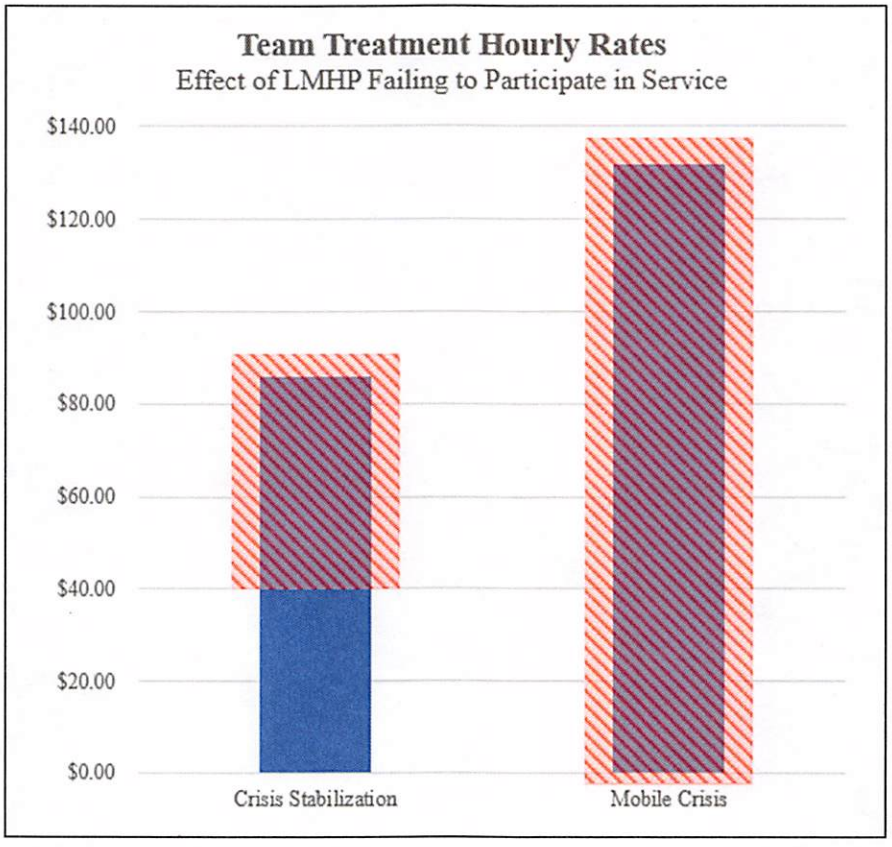
37. In 2022, when Divine Youth employed only two LMHPs, the agency billed more than 10,800 hours of Team Treatment services. In practice, to accomplish the services claimed in these billings, Individual 1 and Individual 2 would have had to work an average of 21 hours per business day throughout the year. In addition, Divine Youth billed at least 59 "impossible days" of Team Treatment—i.e., days in which Individual 1 and Individual 2 would have had to work more than 24 hours each—in 2022.

38. In 2023, when defendant Squire joined the ranks of Divine Youth's LMHPs, the agency continued to aggressively and fraudulently bill for Team Treatment. Divine Youth claimed to have provided more than 12,700 hours of Team Treatment services in 2023, which in practice would have required Individual 1, Individual 2, and defendant Squire to render an average of 17 hours of services per business day throughout 2023.

39. As detailed further below, however, in truth and fact, *no* LMHP provided Crisis Stabilization services alongside a QMHP on behalf of Divine Youth. At most, a single QMHP provided Crisis Stabilizations for Divine Youth. In addition, no Divine Youth LMHP provided any Mobile Crisis services, and because Mobile Crisis services require an LMHP to render such

services, Divine Youth's claims for Mobile Crisis were necessarily entirely fraudulent.

40. As a result, Divine Youth billed for (and consequently received from Medicaid) more than double the amount that the agency could have legitimately earned for those purported Crisis Stabilization services. Further, because Divine Youth did not use the services of an LMHP to provide Mobile Crisis services, the entirety of the company's billings for Mobile Crisis services were fraudulent. The chart below reflects the effect that Divine Youth's staffing practices and associated fraudulent billings had on the hourly reimbursement rate for claims that Divine Youth submitted in 2023:



F. Divine Youth required QMHPs to falsely claim that LMHPs participated in Crisis Stabilization and Mobile Crisis services.

41. Individual 1 repeatedly directed Divine Youth QMHPs to draft progress notes claiming that LMHPs had simultaneously participated in the QMHPs' Crisis Stabilization and

Mobile Crisis services—that is, to draft progress notes that claimed that two Divine Youth employees (both the QMHP and an LMHP) had been physically present with the recipient when providing the purported services. For example, on or about February 14, 2022, Individual 1 emailed defendant Squire a document titled "TRAINING CHEAT SHEET," which directed that Divine Youth progress notes "ALWAYS INCLUDED ***LMHP AND QMHP*** IN PARTICIPATE SECTION OF EACH DAY." On or about April 12, 2022, defendant Squire sent this document via text message to a group of QMHPs, explaining, "Here is a reminder for what is expected of you all during crisis."

42. Likewise, around the same time in the same group text thread, Individual 1 instructed Divine Youth QMHPs that "[e]very progress note should be on a template with [Individual 2's] signature on them." By prepopulating Individual 2's signature on the template for progress notes, Individual 1 and her coconspirators fabricated false support for their claims that Individual 2 participated in the services as an LMHP, well before the crisis services even occurred (if the QMHP's encounter with the recipient took place at all).

43. Individual 1's directives to Divine Youth personnel to draft progress notes that falsely claimed that an LMHP participated in Crisis Stabilization and Mobile Crisis services was fraudulent and intended to deceive MCOs and DMAS as to the true nature of the services provided. In truth, as Individual 1, Individual 2, and defendant Squire at all times knew and understood, no LMHP provided those services alongside a QMHP for Divine Youth.

G. MCOs audit Divine Youth and identify fraudulent Team Treatment billing.

44. In late 2022, the MCO Optum initiated an audit of Divine Youth's claims for Crisis Stabilization after receiving information that Divine Youth was erroneously billing for Team Treatment services, when in truth, no LMHP was accompanying the QMHP when providing Crisis

Stabilization services.

45. Optum issued an audit letter containing its findings on or about January 11, 2023, which Individual 1 received by email. On or about January 13, 2023, Individual 1 and a representative from Optum had a teleconference to discuss the results of Optum's audit. As a result of the audit, Optum required Divine Youth to undergo a "performance improvement plan." Over the course of several days, Individual 1 submitted documentation and information to Optum outlining the DMAS requirements for Crisis Stabilization and Mobile Crisis, and Divine Youth's protocols and policies intended to ensure Divine Youth's compliance with those DMAS requirements. Optum approved Divine Youth's placement into a "performance improvement plan" on or about January 23, 2023.

46. On or about the same day, January 23, 2023, Individual 1 drafted a revised template for progress notes that QMHPs at Divine Youth were to use when documenting and substantiating the provision of Crisis Stabilization services. Individual 1 directed defendant Squire to distribute the progress note template to the QMHPs responsible for providing Crisis Stabilization services. Defendant Squire sent an email to approximately 12 QMHPs, as well as Individual 1, Individual 2, and Individual 3, under the subject "New Templates as of 1/23/23," attaching a document named "Crisis_Note_Example.docx." In the body of the email, defendant Squire directed the QMHPs to use the new attached template when drafting their progress notes and to delete any old templates.

47. Individual 1's post-audit progress note template required Divine Youth QMHPs to include in their progress notes the identity of the participants and the interventions provided during the sessions, among other information. Next to "Participants," the template reflected "QMHP, LMHP, and John Doe." Under "Intervention Provided," the template stated:

> QMHP and LMHP greeted John. QMHP and LMHP assessed John's mood. QMHP and LMHP inquired about John's day. QMHP and

> LMHP asked John if he had taken his medication as prescribed. (if the client is not prescribed any medication; QMHP and LMHP educated John on the importance of taking psychotropic medication to assist with her symptoms.[)] QMHP and LMHP inquired about John's sleeping and eating patterns. QMHP and LMHP linked John with Home Again housing resources for housing assistance. QMHP and LMHP linked John with LMHP to conduct outpatient therapy. QMHP and LMHP reviewed the safety plan.
>
> (These 9 sentences should be a part of EVERY note. This section should include these DAILY 9 sentences and YOUR 12 sentences which is a total of 21 SENTENCES in each note. all interventions now have to include LMHP due to it being a team base program now)

48. The template also had signature lines for the QMHP and LMHP and directed QMHPs to "make sure your name, T'Aisya and [Individual 2's] name both are correct."

49. Divine Youth QMHPs used this and similar templates to generate thousands of fraudulent progress notes that falsely claimed an LMHP had jointly participated in Crisis Stabilization and Mobile Crisis services with the QMHP (when, in fact, no such Divine Youth LMHP accompanied the QMHP during these services).

50. The language in the template (and in the resulting progress notes) claiming that an LMHP participated in the Crisis Stabilization services was deliberately false and fraudulent. No LMHPs accompanied Divine Youth QMHPs when the QMHPs provided Crisis Stabilization services. Individual 1 and Individual 2 used the false progress notes generated off the false templates to provide fictitious corroboration for millions of dollars of fraudulent Team Treatment claims to Virginia Medicaid.

51. Divine Youth underwent several other MCO audits between 2022 and 2024. At least four of the audits required Divine Youth to pay back claims that Divine Youth had fraudulently billed. In total, MCOs demanded that Divine Youth pay back over $1.8 million for fraudulent Crisis Stabilization and Mobile Crisis claims. In each of the four audits requiring these

repayments, the MCOs found a 100% error rate on the sample of claims the MCO examined. The MCOs' findings included (among other problems) the conclusion that Divine Youth improperly billed for Team Treatment, when, at most, only a single QMHP provided the services in question. In response to each audit, Individual 1, acting as the CEO of Divine Youth, repaid the MCOs in full without appealing or contesting the MCO's findings.

52. One of the audits conducted by Optima required Divine Youth to repay nearly $1.3 based on the MCO's finding of fraudulent Crisis Stabilization claims. After receiving Optima's audit letter demanding the repayment, Individual 1 sent a text message to Individual 2 stating, "Brah i have to pay optima back over one million dollars 😩." Rather than express remorse or dispute the MCO's characterization of Divine Youth's claims as fraudulent, Individual 1 explained, "They sent a email of stuff I'll let you read it . . . Just have to make over a mill the next 30 days to move forward 😩." Individual 1 added, "Now i just have to try to make over one million this month so i can pay them and be done with it so we can move forward."

H. As a QMHP, defendant Squire provided Crisis Stabilization services alone

53. When defendant Squire worked at Divine Youth as a QMHP, from 2021 until early January of 2023, she was responsible for providing Crisis Stabilization services, but not Mobile Crisis services. As a QMHP providing Crisis Stabilization, defendant Squire always provided services alone. Defendant Squire was never accompanied by Individual 1, Individual 2, or any other LMHP when defendant Squire provided Crisis Stabilization services as a QMHP on behalf of Divine Youth.

54. Even though Squire provided Crisis Stabilization services as a QMHP alone, Divine Youth exclusively billed for those services as Team Treatment, falsely claiming that an LMHP had jointly provided the Crisis Stabilization services alongside Squire.

55. Defendant Squire's experience was the norm at Divine Youth. No other QMHP working for Divine Youth provided Crisis Stabilization services alongside an LMHP between January 2022 and June 2024. Divine Youth nevertheless submitted virtually all of its Crisis Stabilization and Mobile Crisis claims as Team Treatment during this period.

I. As an LMHP and Crisis Stabilization Supervisor, defendant Squire did not provide Crisis Stabilization or Mobile Crisis services for Divine Youth.

56. When defendant Squire obtained her LMHP license and was promoted by Individual 1 to Divine Youth's "Crisis Stabilization Supervisor" in January 2023, defendant Squire stopped providing face-to-face services with Crisis Stabilization recipients. During this time, defendant Squire conducted assessments and drafted individual service plans, and defendant Squire remotely supervised Divine Youth QMHPs and other employees who provided and purported to provide Crisis Stabilization and Mobile Crisis services. As a prerequisite to receive Mobile Crisis or Crisis Stabilization services, a recipient must have undergone an assessment and have an individual service plan on file. But defendant Squire's activities conducting assessments and drafting of individual service plans did not qualify as Mobile Crisis or Crisis Stabilization services; in fact, conducting assessments is billable under a distinct billing code to Medicaid. None of defendant Squire's actual employment activities following her promotion qualified as participation in Team Treatment Crisis Stabilization or Mobile Crisis services.

57. Nevertheless, defendant Squire signed at least 969 Crisis Stabilization progress notes as the LMHP to document services that defendant Squire and a QMHP purportedly rendered to recipients between January 2023 and June 2024. Each of these progress notes complied with Divine Youth's requirement to falsely document that an LMHP participated in the mental health services. For example, defendant Squire signed a progress note written by a QMHP that claimed to have provided four hours of Crisis Stabilization services to recipient M.H. on March 8, 2023.

The QMHP's note reflected the service provided as "Team Treatment – LMHP & QMHP;" stated that the participants were "QMHP, LMHP and [M.H.];" and repeatedly and falsely referred to interventions that both the "QMHP and LMHP" provided during the course of that face-to-face interaction with the recipient. As Squire knew well, Squire did not participate in the services claimed to be reflected in this progress note. Divine Youth used this progress note to justify a claim to Medicaid for four hours of Team Treatment Crisis Stabilization, resulting in a payment to Divine Youth of $1,373.28 on or about April 10, 2023.

58. Assuming the QMHP provided the Crisis Stabilization services to M.H. reflected on the progress note, the QMHP did so alone without defendant Squire or any other LMHP present. In that case, Divine Youth should have billed for the service using the non-Team Treatment rate, which would have resulted in a claim of $643.68. But instead, Divine Youth fraudulently billed $1,373.28 as if an LMHP were present, which caused Medicaid to issue a fraudulent overpayment of at least $729.60 (the difference between $643.68 (the non-Team Treatment rate) and $1,373.28 (the Team Treatment rate)).

59. In addition, defendant Squire signed off on at least 219 Mobile Crisis progress notes as the LMHP for services that she and other individuals purported to render between January 2023 and June 2024. In truth and in fact, none of the services associated with the 219 Mobile Crisis progress notes were actually rendered. All these fictitious progress notes were authored by Individual 3.

60. With rare exceptions, beginning in 2023 through mid-2024, Individual 3 was the sole individual at Divine Youth responsible for interacting with Mobile Crisis recipients face-to-face. Individual 3, however, had none of the credentials or licenses necessary to provide those services—he was not a QMHP or LMHP—until he became a QMHP-Trainee in April 2024.

Despite this, Individual 3 drafted more than 450 progress notes purporting to reflect Individual 3's provision of Team Treatment Mobile Crisis services between January 2023 and April 2024.

61. Individual 3 also authored dozens of Mobile Crisis progress notes reflecting hours that Individual 3 could not have possibly worked. For example, on at least 46 occasions, Individual 3 drafted Mobile Crisis progress notes claiming he had provided more than 24 hours of services in a single day. On at least six occasions, Individual 3 claimed to have provided 48 hours of services in a single day. Individual 3's progress notes almost exclusively claimed to have provided eight hours of Mobile Crisis services between 12:00 pm and 8:00 pm: only 3% of Individual 3's Mobile Crisis progress notes claimed to have provided recipients with less than the maximum-permitted eight hours. Because of this, Individual 3's progress notes for multiple recipients routinely and fraudulently reflect overlapping times.

62. In truth and fact, Individual 3 never provided any Medicaid-reimbursable mental health services, much less services that qualified as Mobile Crisis. Individual 3's sole responsibilities for Divine Youth were to meet recipients who were requesting services, help the recipients fill out paperwork, and, if needed, place the recipient in a hotel room paid for by Divine Youth. During this process, Individual 3 worked alone; no one accompanied Individual 3 during his meeting with Divine Youth clients.

63. Despite Individual 3's lack of credentials and failure to provide any mental health services, Individual 3 drafted progress notes that falsely claimed Individual 3 provided services alongside an LMHP on behalf of Divine Youth. Defendant Squire signed hundreds of those progress notes that falsely purported an LMHP provided any such services. For example, Individual 3 drafted a progress note in which he claimed to have provided eight hours of Mobile Crisis services to recipient I.B. between 12:00 pm and 8:00 pm on June 6, 2023. The progress

note falsely reflected that the service provided (and billed for) was "Team Mobile Crisis (1 LMHP-type and 1 QMHP[])"; falsely listed the participants as "MCR Team, LMHP, and [I.B.]"; and falsely stated that I.B. "participated in therapy with the LMHP." Defendant Squire signed the progress note as an LMHP, but Squire knew full well no LMHP participated in the session with the recipient. Divine Youth used this progress note as false and fraudulent corroboration of and justification for a claim paid by Medicaid for $4,221.76, which Divine Youth received on or about June 21, 2023.

64. Defendant Squire signed hundreds of similar progress notes that claimed an LMHP accompanied a QMHP while providing Crisis Stabilization and Mobile Crisis services on behalf of Divine Youth. In truth, as defendant Squire well knew, no LMHP provided any mental health services—whether Crisis Stabilization, Mobile Crisis, or any other service—on behalf of Divine Youth.

65. When signing progress notes as an LMHP, Squire knew each of the following facts: (1) the statements claiming an LMHP participated in Crisis Stabilization and Mobile Crisis services were false; (2) it was unlawful to falsely claim in progress notes that an LMHP participated in providing those Medicaid services; and (3) the progress notes had a connection to the delivery of and payment for Medicaid mental health services. Squire's knowledge of these facts was actual or willfully blind; at a minimum, Squire believed there was a high probability that each of the preceding facts was true, and Squire deliberately took steps to avoid knowing the facts.

66. For purposes of United States Sentencing Guidelines § 2B1.1, defendant Squire reasonably foresaw a fraud loss of $1,528,940.16 to Virginia Medicaid. This figure reflects the total fraudulent proceeds obtained by Divine Youth resulting from the progress notes that defendant Squire signed as an LMHP falsely claiming that she had participated in Team Treatment

Crisis Stabilization and Mobile Crisis services. Those fraudulent proceeds comprise overpayments for Divine Youth's inflation of Crisis Stabilization services (over and above the rate payable for a single QMHP providing the service), and the full amount paid for Divine Youth's non-existent Mobile Crisis services associated with progress notes signed by Squire.

III. Divine Youth's Illegal Kickbacks to Medicaid Recipients

67. Federal law and DMAS prohibited agencies like Divine Youth from paying for hotels for Medicaid recipients as an inducement to receive services from Divine Youth. Individual 1, Individual 2, Individual 3, and defendant Squire knew they were not permitted to purchase hotel rooms for Medicaid recipients. Nevertheless, Divine Youth routinely paid for recipients of Mobile Crisis and Crisis Stabilization services to stay in hotels for the duration of their services with Divine Youth.

68. Divine Youth, at the direction of Individual 1 and Individual 2, directly and indirectly paid more than $300,000 for hotel rooms that served as short-term housing for Medicaid recipients while those recipients purportedly received Mobile Crisis and Crisis Stabilization services from Divine Youth. Divine Youth engaged in the practice of purchasing hotel rooms for recipients from at least January 2022 and continuing through at least June 2024.

69. The coconspirators regularly had discussions about how and where to place recipients in hotels. For example, on or about February 15, 2022, Individual 1 sent a text message to Individual 2, defendant Squire, and others asking, "Hey ladies, what hotels on broad has good prices[?]." Defendant Squire responded, "Econo lodge, Motel 6[,] Knights inn." The group went on to discuss fees associated with paying online versus paying in person. Two days later, Individual 2 sent a text message to the same group explaining that Individual 2 "just finish[ed] speaking with a manager at Woodsprings Hotel in colonial heights hopefully by Monday we can

have a contract for at least 6-7 rooms a week." As defendant Squire explained in a text message to a group of Divine Youth employees in April 2022, the "hotel is [an] incentive for the clients."

70. Understanding the illegality of their actions, the coconspirators undertook efforts to conceal from DMAS and other authorities the fact that Divine Youth was paying for hotel rooms for recipients. For example, on or about February 28, 2022, defendant Squire sent a text message to a group that included Individual 1, Individual 2, Individual 3, and QMHPs that contained instructions for how to draft progress notes, including "[r]efrain from using the word hotel or motel in any note" and instead "[s]ay housing, community, or current living situation if need be." Defendant Squire later sent a similar instruction to the same group text thread: "Be sure to not say the word hotel/motel."

71. The conspirators understood that providing hotel rooms was a critical incentive for many recipients to agree to permit Divine Youth to bill for services on their (purported) behalf. One of Individual 3's primary responsibilities as a Divine Youth employee, accordingly, was to arrange for recipients to stay in a hotel room paid for by Divine Youth. Individual 3 routinely met with recipients seeking Mobile Crisis and Crisis Stabilization services in parking lots of hotels, where Individual 3 had the recipients fill out onboarding paperwork for the Divine Youth-provided services before Individual 3 helped them secure a room at the hotel.

COUNT ONE

(False statements relating to health care matters)

72. The preceding allegations are incorporated herein.

73. From in or about January 2023, through in or about April 2024, in the Eastern District of Virginia, the defendant, T'AISYA SQUIRE, knowingly and willfully made and used a materially false writing and document, to wit, progress notes purporting to reflect SQUIRE's provision of mental health services, knowing the same to contain materially false, fictitious, and

fraudulent statements and entries, including descriptions of services that SQUIRE had not rendered, in connection with the delivery of health care benefits, items, and services involving a health care benefit program as defined by Title 18, United States Code, Section 24(b).

(In violation of 18 U.S.C. § 1035(a)(2).)

FORFEITURE ALLEGATION

Pursuant to Rule 32.2(a) Fed. R. Crim. P., the defendant is hereby notified that upon the conviction of any of the offense listed in Count One of this Criminal Information, the defendant shall forfeit to the United States any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense.

If property subject to forfeiture cannot be located, the United States will seek an order forfeiting substitute assets.

(In accordance with Title 18, United States Code, Section 982(a)(7) and Title 21, United States Code, Section 853(p)).

Respectfully submitted,

Todd W. Blanche
Deputy Attorney General

Date: January 22, 2026

By: _____
Robert S. Day
Assistant United States Attorney