

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
V.)	CAUSE NO.
)	
AMANDA MCNEW and)	-01
SHAWN MCNEW,)	-02
)	
Defendants.)	

INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

1. Defendants **AMANDA MCNEW** and **SHAWN MCNEW** owned and operated Sunshine Transportation, a Greentown, Indiana company, which **AMANDA MCNEW** incorporated in the State of Indiana in 2010.
2. Sunshine Transportation was an Indiana Medicaid provider of transportation for Indiana Medicaid recipients to medical appointments covered by Indiana Medicaid.
3. Indiana Medicaid, a federal health care benefit program, pays for non-emergency transportation services of its beneficiaries to and from Medicaid-covered services. Transportation providers who bill for services to Indiana Medicaid must first undergo an enrollment process, agree to abide by the program's rules and regulations, and then become approved providers. These approved providers receive provider manuals which detail the Indiana Medicaid Program's rules and regulations as well as providing instruction on how to appropriately bill for services. These providers also receive periodic regulation "bulletins" from

the Indiana Medicaid Program that are designed to remind providers of existing regulations or inform them of any changes.

4. The defendants submitted and caused to be submitted fraudulent claims for transportation to Indiana Medicaid.

5. **SHAWN MCNEW** arranged for Sunshine Transportation to transport the following Indiana Medicaid beneficiaries, on a regular basis, to drug and alcohol rehabilitation centers in Gary, Indianapolis, and Marion, IN.

- A. K.A. (a Kokomo, IN resident);
- B. G.C. (a Greentown, IN resident);
- C. J.D. (a New Castle, IN resident);
- D. C.E. (a Muncie, IN resident);
- E. H.H. (a Kokomo, IN resident);
- F. J.J. (a Kokomo, IN resident);
- G. C.M. (a Kokomo, IN resident);
- H. C.R. (a Kokomo, IN resident);
- I. J.R. (a Kokomo, IN resident);
- J. J.S. (a Kokomo, IN resident)

6. However, for these individuals, for over 1,200 dates of service, **AMANDA MCNEW** submitted and caused the submission of claims, and **SHAWN MCNEW** caused the submissions of claims, to Indiana Medicaid indicating that Sunshine Transportation had transported them to a Medicaid-covered appointment when Sunshine did not transport them to a Medicaid-covered appointment. From February 2011 through May 2015, Sunshine Transportation received approximately \$261,958 from Indiana Medicaid for these alleged transports.

7. **SHAWN MCNEW** arranged for Sunshine Transportation to transport D.S., a Fort Wayne, IN resident and Indiana Medicaid recipient, to medical appointments at various locations, but primarily Department of Veterans Affairs hospitals in Indianapolis, Cincinnati, and

Detroit. **SHAWN MCNEW** also arranged for Sunshine Transportation to transport D.S. to casinos, motels, and other personal engagements both within and outside of the State of Indiana.

8. For approximately 277 dates of service, **AMANDA MCNEW** submitted and caused the submission of claims, and **SHAWN MCNEW** caused the submission of claims, to Indiana Medicaid indicating that Sunshine Transportation had transported D.S. to a Medicaid-covered appointment when Sunshine did not transport him to a Medicaid-covered appointment.

9. **SHAWN MCNEW** paid D.S. in cash and in checks in order to induce D.S. to use Sunshine Transportation. From February 2011 through May 2014, Sunshine Transportation received approximately \$186,570 from Indiana Medicaid for allegedly transporting D.S. to Medicaid-covered appointments.

10. **SHAWN MCNEW** arranged for T.M., a Marion, IN resident and Indiana Medicaid recipient, to drive T.M., T.M.'s wife, and T.M.'s daughter in T.M.'s own car to various Medicaid-covered appointments. However, for approximately 343 dates of service, **AMANDA MCNEW** submitted and caused the submission of claims to Indiana Medicaid indicating that Sunshine Transportation had transported T.M., his wife, and his daughter to a Medicaid-covered appointment when Sunshine did not transport them to a Medicaid-covered appointment.

11. **SHAWN MCNEW** paid T.M. in cash and in checks in order to induce T.M. to allow Sunshine to submit claims for the transportation of T.M. and T.M.'s family. From February 2011 through May 2015, Sunshine Transportation received approximately \$97,738 from Indiana Medicaid for allegedly transporting T.M. and his family to Medicaid-covered appointments.

12. In some instances, "trip tickets" maintained by Sunshine Transportation indicating where and when these Medicaid beneficiaries were transported bore forgeries of the beneficiaries' signature.

COUNT 1
Health Care Fraud & Aiding and Abetting
18 U.S.C. §§ 1347 and 2

13. Paragraphs 1 through 12 are incorporated by reference as though set forth fully herein.

14. From in or around February 2011 through in or around May 2015, in the Southern District of Indiana, and elsewhere, the defendants,

AMANDA MCNEW and
SHAWN MCNEW,

the defendants herein, did knowingly and willfully execute, or attempt to execute, any scheme and artifice to defraud any federal health care benefit program, and to obtain by means of false or fraudulent pretenses, representations, and promises money and property owned by or under the custody and control of any federal health care benefit program, in connection with the delivery of or payment for health care benefits, items, or service.

All in violation of Title 18, United States Code, Sections 1347 and 2.

COUNT 2
Anti-Kickback Statute
42 U.S.C. § 1320a-7b(b)(2)(B)

15. Paragraphs 1 through 12 are incorporated by reference as though set forth fully herein.

16. From in or around February 2011 through in or around May 2015, in the Southern District of Indiana, and elsewhere, the defendant,

SHAWN MCNEW,

knowingly and willfully offered and paid remuneration, including kickbacks and bribes, directly and indirectly, overtly and covertly, in cash and in kind, in return for purchasing, leasing, and ordering and arranging for and recommending, purchasing, leasing and ordering any good facility service, and items for which payment may be made in whole and in part under Indiana Medicaid, a federal health care program.

All of which is in violation of Title 42, United States Code, Section 1320a-7b(b)(2)(B).

A TRUE BILL:

FOREPERSON

JOSH J. MINKLER
United States Attorney

By:

Cindy J. Cho
Assistant United States Attorney