State of Minnesota
County of Polk

District Court
9th Judicial District

Prosecutor File No. 33.GS21.0262
Court File No. 60-CR-26-849

State of Minnesota,
Plaintiff,

vs.

JESSICA NICOLE WAVRA DOB: [redacted]

[redacted]

Defendant.

COMPLAINT
Summons

The Complainant submits this complaint to the Court and states that there is probable cause to believe Defendant committed the following offense(s):

COUNT I

Charge: Theft by False Representation (Public Funds)
Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(3)(d)(iv)
Maximum Sentence: Imprisonment of no more than 5 years, or payment of a fine of no more than $10,000, or both.
Offense Level: Felony

Offense Date (on or about): 11/20/2022 to 03/03/2023

Control #(ICR#): 20230045

Charge Description: On or about warrant dates of November 20, 2022 through March 3, 2023 in Polk County, State of Minnesota, Defendant JESSICA NICOLE WAVRA (DOB [redacted], intentionally deceived a third person with a false representation which was known to be false, made with intent to defraud, and which does defraud the person to whom it was made, and obtained for herself, or another, property consisting of public funds belonging to the state or to any political subdivision or agency thereof, through the preparation or filing of a claim for reimbursement, a rate application, or a cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely states the costs of actual services provided by a vendor of medical care, to wit: Defendant submitted false claims for reimbursement to her employer who, in reliance on the claims, submitted claims to Blue Cross Blue Shield and UCare, who, in reliance on those claims, gave up possession public funds.

COUNT II

Charge: Theft by False Representation (Public Funds)
Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(3)(d)(iv)
Maximum Sentence: Imprisonment of no more than 5 years, or payment of a fine of no more than $10,000, or both.
Offense Level: Felony

Offense Date (on or about): 10/28/2021 to 04/27/2022

Control #(ICR#): 20230045

Charge Description: On or about warrant dates of October 28, 2021 through April 27, 2022 in Polk County, State of Minnesota, Defendant JESSICA NICOLE WAVRA (DOB [redacted], intentionally deceived a third person with a false representation which was known to be false, made with intent to defraud, and which does defraud the person to whom it was made, and obtained for herself, or another, property consisting of public funds belonging to the state or to any political subdivision or agency thereof, through the preparation or filing of a claim for reimbursement, a rate application, or a cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely states the costs of actual services provided by a vendor of medical care, to wit: Defendant submitted false claims for reimbursement to her employer who, in reliance on the claims, submitted claims to Blue Cross Blue Shield, Department of Human Services, Health Partners, and UCare, who, in reliance on those claims, gave up possession public funds.

COUNT III

Charge: Theft by False Representation (over $1,000)
Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(3)(a)
Maximum Sentence: Imprisonment of no more than 5 years, or payment of a fine of no more than $10,000, or both.
Offense Level: Felony

Offense Date (on or about): 04/27/2021 to 10/24/2021

Control #(ICR#): 20230045

Charge Description: On or about warrant dates of April 27, 2021 through October 24, 2021 in Polk County, State of Minnesota, Defendant JESSICA NICOLE WAVRA (DOB [redacted] intentionally deceived a third person with a false representation, which is known to be false, made with the intent to defraud, and which does defraud the person to whom it is made, and obtained for herself or another more than $1,000 of property of another, through the preparation or filing of a claim for reimbursement, a rate application, or a cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant submitted false timesheets to her employer, who then submitted the claims to the Blue Cross Blue Shield, Department of Human Services, Health Partners, and UCare, who, in reliance on those claims, gave up possession of $8,698.23 in Medicaid funds, $3,005.93 of which Defendant received in wages.

COUNT IV

Charge: Theft by False Representation (over $1,000)
Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(3)(a)
Maximum Sentence: Imprisonment of no more than 5 years, or payment of a fine of no more than $10,000, or both.
Offense Level: Felony

Offense Date (on or about): 10/27/2020 to 04/25/2021

Control #(ICR#): 20230045

Charge Description: On or about warrant dates of October 27, 2020 through April 25, 2021 in Polk County, State of Minnesota, Defendant JESSICA NICOLE WAVRA (DOB [redacted], intentionally deceived a third person with a false representation, which is known to be false, made with the intent to defraud, and which does defraud the person to whom it is made, and obtained for herself or another more than $1,000 of property of another, through the preparation or filing of a claim for reimbursement, a rate

application, or a cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant submitted false timesheets to her employer, who then submitted the claims to the Blue Cross Blue Shield, Department of Human Services, Health Partners, and UCare, who, in reliance on those claims, gave up possession of $10,596.40 in Medicaid funds, $3,787.15 of which Defendant received in wages.

COUNT V

Charge: Theft by False Representation (over $1,000)
Minnesota Statute: 609.52.2(a)(3)(iii), with reference to: 609.52.3(3)(a)
Maximum Sentence: Imprisonment of no more than 5 years, or payment of a fine of no more than $10,000, or both.
Offense Level: Felony

Offense Date (on or about): 06/25/2020 to 10/25/2020

Control #(ICR#): 20230045

Charge Description: On or about warrant dates of June 25, 2020 through October 25, 2020 in Polk County, State of Minnesota, Defendant JESSICA NICOLE WAVRA (DOB [redacted], intentionally deceived a third person with a false representation, which is known to be false, made with the intent to defraud, and which does defraud the person to whom it is made, and obtained for herself or another more than $1,000 of property of another, through the preparation or filing of a claim for reimbursement, a rate application, or a cost report used to establish a rate or claim for payment for medical care provided to a recipient of medical assistance under chapter 256B, which intentionally and falsely stated the costs of or actual services provided by a vendor of medical care, to wit: Defendant submitted false timesheets to her employer, who then submitted the claims to the Blue Cross Blue Shield, Department of Human Services, Health Partners, and UCare, who, in reliance on those claims, gave up possession of $8,439.42 in Medicaid funds, $3,150.12 of which Defendant received in wages.

STATEMENT OF PROBABLE CAUSE

The Complainant states that the following facts establish probable cause:

Your affiant, Farah Magale, is an investigator with the Medicaid Fraud Control Unit (MFCU) of the Minnesota Attorney General's Office. As an investigator for the MFCU, I investigate allegations of billing fraud by health care providers enrolled in the Minnesota Medical Assistance (Medicaid) Program. In this capacity, I investigated JESSICA NICOLE WAVRA (DOB [redacted] (WAVRA) the defendant herein, and determined that WAVRA defrauded the Medicaid program by getting paid for Adult Rehabilitative Mental Health Services and Targeted Case Management services that she did not provide.

As a result of these false claims, Blue Cross Blue Shield, Department of Human Services, Health Partners, and UCare paid out $29,213.27 in Medicaid funds, $10,578.97 of which WAVRA received in wages.

I. THE MEDICAID PROGRAM

The Medicaid program provides medical care and services to Minnesotans who meet income and other eligibility requirements (recipients). The Medicaid program is administered by the Department of Human Services (DHS). The DHS contracts with or enrolls providers to furnish health care services and goods to Medicaid recipients, some of whom receive their services on a managed care basis through one of Minnesota's managed care companies (MCO) like Blue Cross Blue Shield, Health Partners, and UCare. Health care providers wishing to furnish health care services to recipients must enroll in the Medicaid program by entering into an agreement. Providers then submit claims directly to the MCO, which then reimburses the provider in Medicaid funds.

The Medicaid program covers qualified Adult Rehabilitative Mental Health Services (ARMHS), which may be provided in a recipient's home or other location in the community. ARMHS may not be provided as over-the-phone services, except in very specific "community intervention" circumstances that must be documented. However, during the Covid-19 pandemic, ARMHS were permitted to be provided over the phone or over Zoom more routinely. For a recipient to receive ARMHS, they must be diagnosed with a medical condition, such as a mental illness or traumatic brain injury for which ARMHS are needed. ARMHS agencies must employ or contract with a Mental Health Professional to, among other things, supervise the work of ARMHS providers.

The Medicaid program requires that each ARMHS provider document his or her work in progress notes, including the dates of service, the name of the ARMHS provider, the name of the recipient, the start and end times of the appointment, the location of the ARMHS session, and the start and end times of any travel time for the ARMHS provider. DHS/MCOs pay for ARMHS in 15-minute "units" of time and pay per minute for necessary travel time. The agency bills for certain types of ARMHS under either the agency name or under the clinical supervisors name, not the employees name.

II. WAVRA'S CLAIMS

Wavra provided mental health services to over 40 recipients. Wavra's employer was Alluma Inc. (Alluma) (formerly known as Northwestern Mental Health Center until July 1, 2021), a mental health services company located in Crookston, in Polk County. Across the various recipients, the following insurance programs were involved and had claims submitted through them: DHS, and MCO's Blue Cross Blue Shield, Health Partners, and UCare. Wavra submitted progress notes to Alluma, Alluma then billed DHS or the MCO based on Wavra's progress notes, DHS or the MCO reimbursed Alluma, and Alluma then paid

Wavra the Medicaid funds for the reported services/claims.

Alluma did an internal audit and found that there were multiple instances that Wavra's documented telehealth services times on her progress notes were not corroborated by phone or Zoom logs. Alluma referred Wavra based on this conduct to UCare to determine if there was a credible allegation of fraud. UCare's investigation corroborated what Alluma found and UCare placed Wavra on a payment withhold.

A. Interviews.

Recipient Interviews.

A.E. told me that she met with Wavra one or two times, never face to face. A.E. said she thought something was "off" and informed her mother there was an issue because Wavra had not been calling her. A.E. told me that Wavra frequently cancelled their meetings. Upon review of phone and Zoom logs, I found seven instances of telehealth services that Wavra submitted that did not occur as documented. Additionally, Wavra submitted three face to face services with A.E. and based on A.E.'s statements those services did not occur.

J.A. told me that he never received Zoom services from Wavra. J.A. stated he barely received services from her at all, and noted that Wavra often cancelled their meetings and cut them short. J.A. estimated he met with Wavra 3-4 times total, in person or over the phone. Upon review of phone and Zoom logs, I found that Wavra submitted documentation alleging she met with J.A. ten times via telehealth that did not occur as documented.

B.T. told me that he received services from Wavra mostly in person, but a few times over the phone or on Zoom. B.T. said she much preferred the in person services. B.T. told me that Wavra was constantly cancelling appointments and cutting the meetings short. B.T. said there were several instances where Wavra would start the Zoom meeting, and upon B.T. entering the conference call, Wavra would cancel. I told B.T. that I was able to see over 105 instances of progress notes that Wavra submitted alleging she provided ARMHS to B.T. B.T. told me that was a "ridiculous amount" and that no more than ten visits occurred. I told B.T. that most visits Wavra documented with her were 90-minutes long, and B.T. said at maximum the visit would have been 60-minutes. Upon review of phone and Zoom logs, I found that Wavra submitted documentation alleging she met with B.T. over 50 times, all via telehealth that did not occur as documented.

A.N. told me she never received Zoom services from Wavra, and they either met in person or over the phone for a maximum of ten times total. A.N. told me that Wavra often cancelled or shortened their sessions. Upon review of phone and Zoom logs, I found that Wavra submitted documentation for over 50 telehealth visits that did not occur as documented.

M.C. told me she never received Zoom or phone services from Wavra and that her visits occurred in person at the Alluma office. Upon review of phone and Zoom logs, I found that Wavra submitted documentation alleging she met with M.C. via telehealth 19 times that did not occur as documented.

K.H. told me that Wavra was "horrible" and failed at communication. K.H. said she called Alluma to see if Wavra was still employed there while she was her ARMHS provider since it was so difficult to get ahold of her. K.H. told me she never met with Wavra on Zoom or over the phone. When I told K.H. there were progress notes detailing the services occurred on Zoom, K.H. said "no way" and said she did not know how to use Zoom. Some of the progress notes detailed services occurring at 8:30 a.m. and K.H. said that did not occur because that was "way before" she wakes up for the day. K.H. said Wavra did not manage her anxiety, depression, or communication skills, and actually did the opposite and made her anxiety and

depression worse because tasks weren't completed when needed. Upon review of phone and Zoom logs, I found that Wavra submitted documentation alleging she met with K.H. 34 times via telehealth that did not occur as documented.

D.S. detailed that the services from Wavra were "not great." D.S. said Wavra ignored him most of the time; during appointments, Wavra would spend most of her time on her computer and he did not know what she was doing. D.S. said Wavra frequently cancelled appointments at the last minute and would end services early. D.S. stated he should have met with Wavra once a week, but with how often she cancelled it was likely once every two to three weeks. D.S. said he received some services from Wavra in person, and some via telehealth. D.S. stated that Wavra was his first ARMHS worker and once a new worker took over, the services got significantly better. D.S. then realized that Wavra had not been providing him ARMHS in the manner he believed was proper.

A.B. descried Wavra as being "very spotty with services" because she would often cancel or change the schedule. A.B. said Wavra was a "flaky worker" and recalled their services being telehealth, and not occurring very regularly. A.B. estimated the services lasting 10-15 minutes. Upon review of phone and Zoom logs, I found that Wavra submitted documentation alleging she met with A.B. via telehealth 34 times that did not occur as documented.

Alluma Interview.

Alluma told me that once they realized Wavra was documenting telehealth services that were not occurring, they met with Wavra to speak to her. Alluma said they have a policy that employees need to use their Alluma issued cell phone and Alluma issued Zoom account to conduct telehealth services. Alluma concluded from their analysis of Wavra's Zoom and phone records many of the telehealth services were not occurring on the devices/accounts, so they asked Wavra to provide her personal cell phone and they would review that data. While this would have been in violation of Alluma policy, Alluma still wanted to confirm if the services happened. Wavra failed to disclose her personal phone to Alluma for them to review it contents. Alluma told me that Wavra was a salaried employee, but that due to her role the services were provided on a minute-to-minute basis. Alluma stated that an Alluma supervisor received complaints from multiple clients that they had not seen Wavra recently. Alluma said for all aforementioned, they terminated Wavra.

Wavra Interview.

I interviewed Wavra. Wavra confirmed that she was terminated from Alluma due to issues with how she documented her hours. Wavra acknowledged that Alluma provided her a work laptop and work phone to provide telehealth services during Covid-19. Wavra told me she did not have a personal Zoom account and only used her work issued Zoom account. Wavra said she used her personal cell phone on a few occasions to call recipients if her work phone died or there were technical issues. When I showed Wavra examples of services on her progress notes that had no corresponding phone call or Zoom log, she said she may have documented the incorrect times on the progress notes. When I told her about there being many instances of no calls or Zoom meetings happening entirely so it could not have been a wrong time entry, Wavra had no explanation. When I told Wavra I spoke to recipients who told me no telehealth services ever occurred, Wavra had no explanation. Wavra acknowledged that she was advised many times by her supervisors at Alluma to improve the timeliness and completeness of her documentation. Wavra told me she was trained on Alluma's fraud, waste, and abuse policy and ethics compliance training.

A. Analysis of Zoom and Phone logs.

I issued various subpoenas and search warrants to retrieve Zoom and phone log information from Wavra to see if the telehealth services she documented providing actually occurred as documented.

For example, Wavra completed a progress note and submitted it Alluma, stating that on August 12, 2021, she provided ARMHS to K.H. from 10:05 a.m. until 11:52 a.m. Wavra documented this as a telephone visit. I reviewed Wavra's telephone and Zoom communications and saw that no visits occurred during this time frame to the phone number or Zoom account associated with this recipient.

On January 22, 2021, Wavra completed a progress note and submitted it Alluma, stating that she provided ARMHS to S.B. from 10:00 a.m. until 12:30 p.m. Wavra documented this as a telehealth (Zoom) visit. I reviewed Wavra's telephone and Zoom communications and saw that no visits occurred during this time frame to the phone numbers or Zoom account associated with this recipient.

Some of the visits occurred, just not for the duration Wavra documented. For example, on August 4, 2021, Wavra completed a progress note and submitted it to Alluma, stating that she provided ARMHS to D.P. from 1:00 p.m. until 2:00 p.m. I reviewed Wavra's telephone and Zoom communications and saw that there were Zoom communications between D.P. and Wavra, but they were from 1:05 p.m. until 1:10 p.m. On this date, Wavra overbilled the telehealth services by 55 minutes.

Wavra reported providing over 480 hours of services that did not occur as documented on her progress notes. Alluma received over $29,200 in Medicaid funds for these false hours, of which Wavra received over $10,570 in wages.

III. CONCLUSION

To calculate overlap, I compared Wavra's claims and progress notes with recipient statements, Zoom logs, and phone logs. I confirmed Wavra was paid by reviewing Wavra's Alluma pay history. As a result of Wavra's false claims, DHS/MCOs paid Alluma $29,213.27 in Medicaid funds. Of this overpayment, Wavra received $10,578.97 in wages. Broken down into charging periods by warrant date (the date on which DHS/MCOs issued payment to Alluma), the DHS/MCOs overpayment based on Wavra's conduct is as follows:

Count	Warrant Dates	Overpayment to the Agency	Overpayment to Wavra
1	11.20.2022 - 3.3.2023	$184.03	$149.21
2	10.28.2021 - 4.27.2022	$1,295.20	$486.57
3	4.27.2021 - 10.24.2021	$8,698.23	$3,005.93
4	10.27.2020 - 4.25.2021	$10,596.40	$3,787.15
5	6.25.2020 - 10.25.2020	$8,439.42	$3,150.12
Total:		**$29,213.27**	**$10,578.97**

SIGNATURES AND APPROVALS

Complainant requests that Defendant, subject to bail or conditions of release, be:
(1) arrested or that other lawful steps be taken to obtain Defendant's appearance in court; or
(2) detained, if already in custody, pending further proceedings; and that said Defendant otherwise be dealt with according to law.

Complainant declares under penalty of perjury that everything stated in this document is true and correct. Minn. Stat. § 358.116; Minn. R. Crim. P. 2.01, subds. 1, 2.

Complainant

Farah Magale
Investigator
[redacted]

Electronically Signed:
06/18/2026 02:00 PM
Ramsey County, Minnesota

Being authorized to prosecute the offenses charged, I approve this complaint.

Prosecuting Attorney

Jilian Frueh
Assistant Attorney General
[redacted]

Electronically Signed:
06/18/2026 10:37 AM