

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY

STATE OF WISCONSIN,

Plaintiff,

v.

Case No. 26-CF-

CAROLYN FRANCO

[REDACTED]

Defendant.

CRIMINAL COMPLAINT

The Wisconsin Department of Justice, pursuant to its authority under Wis. Stat. § 49.846(2), files this criminal complaint against Carolyn Franco (DOB:

[REDACTED]

The State alleges that Franco, a former personal care worker, defrauded Wisconsin Medicaid by submitting fraudulent timesheets for care services that she could not have provided because she was out-of-state while the care recipient was in Wisconsin. Her scheme cost Medicaid about \$16,000 in unearned gross wages.

Count 1
THEFT BY FRAUD
BETWEEN \$10,000 AND \$100,000

On or between approximately March 11, 2023, and April 7, 2024, in the city of Madison, Dane County, Wisconsin, the defendant, Carolyn Franco (DOB: [REDACTED] did obtain title to property of another person by intentionally deceiving

the person with a false representation which was known to be false, made with intent to defraud, which did defraud the person to whom it was made, the value of which property exceeded \$10,000 but did not exceed \$100,000, belonged to the same owner, and was obtained pursuant to a single intent and design and in execution of a single deceptive scheme, contrary to Wis. Stat. §§ 943.20(1)(d), (3)(c), and 971.36(3)(a).

Pursuant to Wis. Stat. § 939.50(3)(g), upon conviction for this offense, a Class G felony, the defendant may be fined not more than \$25,000, or imprisoned not more than ten years, or both.

Count 2
MEDICAL ASSISTANCE FRAUD

On or about March 16, 2023, in the city of Madison, Dane County, Wisconsin, the defendant, Carolyn Franco (DOB: [REDACTED]) made or caused to be made a false statement or representation of material fact in an application for a Medical Assistance benefit or payment, contrary to Wis. Stat. § 946.91(2)(a).

Pursuant to Wis. Stat. §§ 946.91(2) and 939.50(3)(h), upon conviction for this offense, a Class H felony, the defendant may be fined not more than \$25,000, or imprisoned not more than six years, or both.

Count 3
MEDICAL ASSISTANCE FRAUD

On or about August 4, 2023, in the city of Madison, Dane County, Wisconsin, the defendant, Carolyn Franco (DOB: [REDACTED]) made or caused to be made a false statement or representation of material fact in an application for a Medical Assistance benefit or payment, contrary to Wis. Stat. § 946.91(2)(a).

Pursuant to Wis. Stat. §§ 946.91(2) and 939.50(3)(h), upon conviction for this offense, a Class H felony, the defendant may be fined not more than \$25,000, or imprisoned not more than six years, or both.

Count 4
MEDICAL ASSISTANCE FRAUD

On or about January 24, 2024, in the city of Madison, Dane County, Wisconsin, the defendant, Carolyn Franco (DOB: [REDACTED]), made or caused to be made a false statement or representation of material fact in an application for a Medical Assistance benefit or payment, contrary to Wis. Stat. § 946.91(2)(a).

Pursuant to Wis. Stat. §§ 946.91(2) and 939.50(3)(h), upon conviction for this offense, a Class H felony, the defendant may be fined not more than \$25,000, or imprisoned not more than six years, or both.

Facts Constituting the Charged Offenses

I, the Complainant, am an Investigator with the Wisconsin Department of Justice, Medicaid Fraud Control and Elder Abuse Unit (MFCEAU). MFCEAU investigates and prosecutes civil and criminal offenses related to Medicaid providers and entities that receive Medicaid funding. 42 C.F.R. § 1007.11.

I base this complaint upon my investigation, my training and experience, my review of business and state records, and my interviews with witnesses. I have found business and state records to be reliable in the past, and I consider the statements of the witnesses to be reliable. I also consider some of Franco's statements to be reliable as they are against her penal interest.

This case was also investigated by Data Analyst Amber Dieter of MFCEAU. I have worked with Analyst Dieter in the past and consider her to be reliable and trustworthy.

The identities of the witnesses are known to me, but they are identified in this complaint by pseudonyms.

This complaint contains a summary of facts necessary to establish probable cause; it does not contain all facts related to this investigation.

Based upon information and belief, I state:

Background

Wisconsin Medicaid is a joint federal and state program that provides medical coverage to indigent Wisconsin residents and is administered by the Wisconsin Department of Health Services (DHS), which is headquartered in the city of Madison, Dane County, Wisconsin.

Residents that receive coverage from Wisconsin Medicaid are called “members.”

One program within Medicaid is Include, Respect, I Self-Direct (IRIS). IRIS allows members to hire their own personal care worker (PCW) within a budget. To receive payment for their services, PCWs must submit a timesheet. Each timesheet contains information about the services provided and the amount of time worked by the PCW and must be signed by both the member and the PCW, certifying its accuracy.

DHS contracts with outside agencies to help administer the IRIS program. Two of these agencies are the Fiscal Employer Agent (FEA) and the IRIS Consultant Agency (ICA).

The FEA handles payments to the PCW. PCWs must first submit their timesheets to the FEA for payment. The FEA then collects the timesheets and bills DHS accordingly. A PCW is not paid by DHS except through the FEA, and the FEA will not collect/pay money from the Medicaid program through DHS unless the PCW submits a timesheet.

The ICA works with the member to manage their IRIS budget and to ensure that the member is receiving adequate care. An ICA employee, called an IRIS Consultant (IC), occasionally checks in on the member either by phone or in person.

In this case, the FEA is Acumen Fiscal Agent (Acumen),¹ and the ICA is TMG Wisconsin (TMG).

Facts of the Case

On January 18, 2023, Franco, a registered nurse, filled out new-hire paperwork with DHS to be the PCW for her sister, Member 1. The paperwork indicates that Franco and Member 1 lived together in Baldwin, Wisconsin. Franco elected to be paid via direct deposit to a checking account (acct. no. [REDACTED] at Wells Fargo Bank (Wells Fargo). According to Wells Fargo records, Franco is the sole owner of the account.

¹ Originally, the FEA was Outreach Health, which later transferred its self-directed care business to Acumen.

Franco submitted biweekly timesheets to Acumen for payment for her claimed services on or between March 11, 2023, and April 7, 2024. During a telephone interview, Franco² said she took photos of the completed timesheets and submitted them by email. Records from Acumen, moreover, indicate that it received the timesheets from [REDACTED], which is the same email address that Franco listed in the new-hire paperwork with DHS.

On the timesheets, Franco claimed that she provided 50 hours of PCW services to Member 1 each week.

However, after becoming the PCW for Member 1, Franco accepted work as a travelling nurse and as a delivery driver for Door Dash. In fact, a comparison of records from Prime Time Health Care (Prime Time) and Door Dash—as well as records from BMO Harris, medical records for Member 1, and notes from TMG—to the timesheets Franco submitted to Acumen shows that she routinely billed Medicaid for services that she could not have performed because Franco and Member 1 were in different states.

For instance:

March 16, 2023

Notes from TMG show that an IC met with Member 1 at her residence in Baldwin, Wisconsin, on March 16, 2023. On a timesheet, Franco indicated that she provided eight hours of care to Member 1 that day.

² I called the same phone number that Franco listed in the new-hire paperwork, and the recipient identified herself as Franco and said that she was the PCW for Member 1.

However, Door Dash records show that Franco completed numerous pickups and deliveries in and around Pueblo, Colorado, on March 16, 2023. The records show that her first pickup/delivery was at 11:16 a.m., Mountain Time (MST), at a Safeway, and her last delivery was at 9:13 p.m., MST, at Subway.

August 4, 2023

Medical records for Member 1 show that she had a medical appointment at Westfields Hospital & Clinic in New Richmond, Wisconsin, on August 4, 2023. Franco, on a timesheet, claimed that she provided eight hours of service the same day.

Records from Prime Time, however, show that Franco worked at Banner Health in Greeley, Colorado, that day. Her bank records, moreover, show purchases at a bistro inside the hospital and at a Conoco gas station in Greeley, Colorado.

January 24, 2024

TMG notes show that an IC met with Member 1 at her home on January 24, 2024, and Franco indicated on a timesheet that she provided eight hours of care that day.

But BMO Harris records indicate that Franco was in South Dakota that day. Franco's bank records show purchases at a La Quinta Inn in South Dakota, a purchase at Scheel's in Rapid City, South Dakota, and automated teller machine transactions at two different casinos in South Dakota on January 24, 2024.

Fraud Total

After totaling all the instances where Prime Time or Door Dash records show that Franco was out-of-state (i.e., not in Wisconsin and usually in Colorado) and could not have travelled to provide care to someone who was in Wisconsin, Analyst Dieter estimates that Franco defrauded Wisconsin Medicaid of at least \$16,000.

Member 1's Interview

On September 19, 2025, I interviewed Member 1 by phone. Member 1, in part, said that Franco, her sister, became her caregiver after Member 1 was released from the hospital following a domestic abuse incident with her ex-husband. Member 1 said that she did not want to go into a rehabilitation facility and preferred to return to her apartment because of her diminishing eyesight.

Following her release from the hospital, in January 2023, Member 1 said that Franco offered to come and live with her and be her caregiver. Member 1 said that Franco stayed with her for about three weeks. During this time, Franco completed an IRIS application to be a paid PCW for Member 1. Member 1 said that Franco never moved anything into the apartment and only had some of her clothing there.

Member 1 said when she asked Franco when Franco would be returning to take care of her, Franco told her that she would only be coming once a month. During the monthly visits, Franco would clean Member 1's apartment, cook and freeze a month's worth of meals, and take care of appointments with Member 1. When Member 1 questioned how she would be cared for when Franco was not there, Franco told her that if Member 1 did not do it Franco's way, then Member 1 would be sent to

a nursing home. Member 1 said that Franco came back a few times but then stopped coming all together.

Member 1 said that she did not say anything to her IC because she was afraid of being placed in a nursing home. Member 1 said that she paid other people to serve as her caregiver out of her social security income.

Member 1 found out that Franco continued submitting timesheets after Franco stopped providing care when her caregiver saw an envelope from the IRIS program and asked if she could open it. Member 1 said that she could not read what was in the envelope due to her blindness. Member 1 said that she was angry when she was told that Franco was submitting timesheets because she was afraid of going to prison for Franco's fraud.

Franco's Interview

On November 19, 2025, I conducted a telephone interview with Franco. In part, Franco said that she started working as a PCW for Member 1 after Member 1 was released from the hospital. Franco said that someone had to be with Member 1 otherwise she would have been sent to a rehabilitation facility.

Franco denied ever signing Member 1's name on the timesheets.

Franco said that she did not remember how long she lived with Member 1. Franco said that Member 1 saw doctors in Minnesota weekly, then every two weeks, and then only monthly. Franco said that she would stay with Member 1 when Member 1 had medical appointments.

Franco said that she moved items into Member 1's apartment. She said that she used to sleep on the couch in the living room, and then Member 1's son brought a full-sized bed and put it in Member 1's bedroom for Franco to sleep on.

Franco said that she was not working for a while but then took a contract nursing position in Colorado. Franco said that she would work three shifts and then go back to Wisconsin to help Member 1. Franco said that if she was going to work more than three shifts in succession, she would bring Member 1 with her to Colorado.

Franco said that she would help Member 1 take showers, would cook for her, grocery shop for her, clean her apartment, run errands, and help with rent payments.

Franco said that she did not know how long she took care of Member 1 but thought it was January or February 2022 through May 2023. Franco said she was guessing at the dates as she was not sure.

Franco said she stopped caring for Member 1 because of how taxing it was on her going back and forth from Colorado to Wisconsin as she always drove and never flew.

I asked Franco if she ever sent in timesheets for times when she did not provide services. Franco said she did not think so and explained that Witness 1, an employee with Acumen, knew that Franco was travelling back and forth and not staying with Member 1 all the time. Franco said that Witness 1 told her to say she was in Wisconsin and working more hours than she was. Franco claimed that Witness 1 told her to put hours on every day when she was in Colorado. Franco said she was told it did not matter if she worked ten hours one day and two hours the next day, and she

should split them up over the seven days in a week. Franco said that Witness 1 told her to complete the timesheets in this manner.

Franco further said that Member 1 had a certain number of hours which had to be used for the year and that Member 1 would lose her eligibility for the program if the hours were not used up. Franco said that Witness 1 told her, "I don't care when you do the hours, just use the 40 hours."

Member 1's Follow-up Interview

On November 19, 2025, I conducted a follow-up interview with Member 1 by phone. In part, Member 1 said that she went to Colorado several times with Franco.

Witness 1's Interview

On January 6, 2026, I spoke with Witness 1 by phone. In part, Witness 1 said that it is not unusual to meet with people about timesheets as it can be confusing. Witness 1 said that she would sit down with people and explain how to fill out the timesheets and explain the difference between personal care and supportive home care. Witness 1 also said she talked with Franco about documenting the actual hours she worked and not just summarizing them.

Witness 1 denied ever telling Franco that she could just put the same hours every week using all of Member 1's hours.

Witness 1 said she did not know that Franco was not living with Member 1 full time as she believed Member 1 needed full-time care. Witness 1 thought that since Franco was a registered nurse, she could provide better care for Member 1 and be an

advocate for her health needs as the health system can be hard to navigate, especially with vision problems.

Dated this 17th day of June 2026.

KPiotrowski

Katherine Piotrowski
Investigator
Wisconsin Department of Justice

Subscribed and sworn to
before me and approved for filing
this 17th day of June, 2026.

/s/ Timothy J. Filipa

TIMOTHY J. FILIPA
Assistant Attorney General
Wisconsin Department of Justice
State Bar No. 1097622