

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR LEVY COUNTY, FLORIDA

STATE OF FLORIDA,
PLAINTIFF,

vs.

CAROLYN P. AUSERMAN,
DEFENDANT. _____ /

Agency Case Number MFC-19-02311

AFFIDAVIT IN SUPPORT OF AN ARREST WARRANT

BEFORE ME, Shelley H. Braddam, the undersigned Notary Public for the State of Florida, personally came Law Enforcement Investigator II Michael J. Maloney, who being first duly sworn, deposes and says that he has reason to believe and does believe that one, **Carolyn Peck Ausherman**, described as follows: Last Known address: [REDACTED] [REDACTED] Race: White; Sex: Female; Date of Birth: February 19, 1952; Height: 5 '2'; did in Levy County, Florida, from September 1, 2018, through May 31, 2019, commit the below-listed offenses, contrary to the provisions of Florida Statutes:

Organized Fraud, less than \$20,000, contrary to §817.034(4)(a)3, Florida Statutes, a third-degree felony, and

Fraudulent Use of Personal Identification Information, contrary to §817.568(2)(a), Florida Statutes, a third-degree felony.

Your Affiant's reasons for so believing are as follows:

Your Affiant possesses twenty-nine years of sworn law enforcement experience with city, state, and federal law enforcement agencies. Your Affiant is currently employed as a State of Florida Law Enforcement Investigator II (LEI II) with the Medicaid Fraud Control Unit (MFCU) section of the Office of the Attorney General for the State of Florida and has been since June 21, 2013. Your Affiant has completed numerous advanced specialized courses. Your Affiant has conducted and participated in criminal investigations addressing crimes against persons, property, economic crimes, and Medicaid fraud.

The MFCU operates under the authority and supervision of the Florida Office of the Attorney General and exists to investigate Medicaid provider fraud in the Medicaid Program. The MFCU is authorized to investigate the possible criminal violation of applicable state laws pertaining to fraud in the administration of the Medicaid program, in the provision of medical assistance, or in the activities of providers of health care under the Medicaid program, and to

investigate alleged abuse, neglect, or exploitation of patients' private funds in health care facilities receiving payments under the Medicaid program, pursuant to 42 U.S.C. § 1396b(q) and § 409.920(9), Florida Statutes. The MFCU is also authorized to investigate any other criminal violations uncovered during the course of those investigations, pursuant to § 16.59, Florida Statutes.

BACKGROUND

The **iBudget Waiver Program** (iBudget Program) is a Florida program operated by the Agency for Persons with Disabilities and is one of many waiver programs in Florida. According to AHCA's Developmental Disabilities Individual Budgeting Waiver Services Coverage and Limitations Handbook¹, June 2018, (iBudget Handbook) the iBudget Program provides home and community-based supports and services to eligible persons with developmental disabilities living at home or in a home-like setting. The iBudget Handbook provides that individuals enrolled in the iBudget Program receive services that enable them to have a safe place to live, have a meaningful day activity, receive medically necessary medical and dental services, receive medically necessary supplies and equipment, and receive transportation required to access necessary waiver services.

The iBudget Handbook provides the following definitions:

Personal Supports: Personal supports services provide assistance and training to the recipient in activities of daily living, such as eating, bathing, dressing, personal hygiene, and preparation of meals. When specified in the support plan, this service can also include heavy household chores to make the home safer, such as washing floors, windows and walls; tacking down loose rugs and tiles; or moving heavy items or furniture. Services also include non-medical care, and supervision.

Service Authorization: An APD document that authorizes the provision of specific waiver services to an individual and includes, at a minimum, the provider's name and the specific amount, duration, scope, frequency, and intensity of the approved service. The service authorization and any modifications to it must be received by the provider prior to service delivery. Service authorizations will not be approved retroactively. In limited circumstances, an exception may be made on a case by case basis by the APD regional office to correct an administrative error or to consider a health and safety risk or emergency situations.

The iBudget Handbook provides that [REDACTED] [REDACTED] are excluded from payment for any services under this waiver unless the recipient is enrolled in the Consumer Directed Care Plus program authorized under the 1915(j) state plan amendment. [REDACTED]

¹ The iBudget Handbook is incorporated by reference into Rule 59G-13.070, Florida Administrative Code.

[REDACTED]

[REDACTED] cannot be a provider of any direct or indirect services and cannot be hired by or be subcontracted by an enrolled provider to perform any direct service to [REDACTED] with the exception of personal supports, respite or transportation services. In those limited situations, [REDACTED] must meet the same qualifications as other providers of the same waiver service. Reasons for using [REDACTED] for the care of the recipient must be documented and include the lack of available providers or the ability to meet specific scheduling needs of a recipient that other providers cannot meet. Convenience to the recipient, care [REDACTED] alone is not adequate justification.

[REDACTED] can be a provider or can work for a provider but cannot be reimbursed for direct services to [REDACTED]. [REDACTED] can be employed by providers, but cannot be paid for providing services to [REDACTED].

FACTS DEVELOPED DURING INVESTIGATION

Your Affiant has reviewed the evidence and all other findings in this matter as conducted by LEI II David Schwab (Schwab), LEI II Mark Linde (Linde), LEI II Michael Brennan (Brennan), Lieutenant Donald Wilfong (Wilfong), and Senior Investigator Robert Lassiter.

This investigation began as the result of a complaint alleging that a caregiver employed by International Dollar, Inc. (International Dollar), an agency for the iBudget Program, was paid for services not rendered to a Medicaid recipient. International Dollar was assigned Medicaid provider number 6842950-96 and registered as a Florida Profit Corporation under document number P01000018319 with a principal address located at 1016 SW 81st Drive, Gainesville, Florida 32607.

An investigation revealed that Kristy White (White) was employed as a caregiver by International Dollar to provide personal supports services for [REDACTED] at [REDACTED] Williston, Levy County, FL 32696. [REDACTED] was a Medicaid recipient enrolled in the iBudget Program. [REDACTED]

The investigation revealed that Aushman completed fraudulent service logs for [REDACTED] forged White's signature as the caregiver for [REDACTED] without consent from White, and then submitted the fraudulent service logs to International Dollar. The service logs claimed 32 units (15 minutes equals one unit) of personal supports services were provided for [REDACTED] by White for every day of the month from September 1, 2018, through March 30, 2019. International Dollar wrote checks payable to White and White cashed the checks.

² The name of the recipient has been reduced to initials to avoid disclosure of confidential information pursuant to Federal HIPAA regulations and section 409.920(9)(f), Florida Statutes.

Ausherman was excluded from payment for any services she may have provided to [REDACTED]. Ausherman was not the listed provider on the service authorization for [REDACTED] nor was Ausherman an authorized provider for personal supports services. International Dollar was the only listed provider authorized to provide personal supports services for [REDACTED] as stated in the service authorization. [REDACTED] was not enrolled in the Consumer Directed Care Plus program.

INTERVIEW AND STATEMENTS OF WHITE

LEI II Schwab traveled to the home of White and conducted a voluntary, non-custodial interview. White stated she began working with International Dollar at the request of Ausherman. White stated Ausherman asked [REDACTED]. White stated Ausherman explained she would call [REDACTED]. White also stated she was told [REDACTED]. White stated that Ausherman provided her with employment paperwork that White completed for International Dollar.

[REDACTED] White stated Ausherman would call White to advise that her check was ready. White would then pick up the check from Ausherman and ask if Ausherman needed anything. White stated that Ausherman would answer no and would not allow White into her house "half of the time." White confirmed that she did not provide any personal supports services for [REDACTED].

White stated that her salary was never discussed and Ausherman stated she would receive \$300.00 US on the 15th and 30th of the month. White stated she received checks twice per month. White explained that the check was made out to "Kristy White" but mailed to Ausherman's house. White stated she cashed these checks. White split the checks with Ausherman and stated she received \$300.00 US while Ausherman received \$900.00 US. White explained that Ausherman stated the check was partly for White driving to Williston to pick-up the check and Ausherman got the \$900.00 to pay for [REDACTED]'s diapers, formula, and groceries [REDACTED].

LEI II Schwab showed White the service logs documenting the caregiving services for [REDACTED] that were submitted to International Dollar with White's signature as the caregiver. Each service log was handwritten and contained the following: [REDACTED]'s name, the month and year of service, begin and end time of daily service, the description of the service, the service rate, and the total amount billed. White stated that the service logs for the months of September 2018 through March 2019 were not in her handwriting and had her forged signature. White confirmed that she did not write or sign any of the service logs for [REDACTED].

White stated that she did not submit anything to International Dollar to be paid. White explained that she thought she was just "helping out." White stated she did not know about the service logs until she spoke with [REDACTED]'s Waiver Support Coordinator. White stated that she spoke

with [REDACTED]'s Waiver Support Coordinator and realized she was really being "handled." White then informed Ausherman that she "was done and wanted out of it."

Subsequently, LEI II Linde and your Affiant traveled to the home of White and conducted a voluntary, non-custodial sworn audio-recorded interview. LEI II Linde read White her Miranda Rights. White stated that she could not see the printed words on paper without her glasses but understood her Miranda Rights and agreed to talk.

White stated her checks were mailed to Ausherman and White would pick up the checks and deposit or cash the checks at the Bank of America. Ausherman explained to White that the checks come from an agency called International Dollar.

INTERVIEW AND STATEMENTS OF AUSERMAN

LEI II Linde and Lt. Wilfong conducted a voluntary, non-custodial sworn audio-recorded interview of Ausherman. Linde presented to Ausherman the September 2018 through March 2019 service logs for [REDACTED]. All service logs appeared to have the [REDACTED] White as the caregiver. Ausherman stated that she filled out, signed, and turned in [REDACTED]'s service logs. Ausherman confirmed that White did not sign [REDACTED]'s service logs. Ausherman explained that [REDACTED]'s service logs have "Kristy" spelled with a "C" or a "K" in the signature because she did not know how to spell White's first name.

Ausherman admitted that the checks and service log forms were mailed to her home. Ausherman stated that White would pick up the checks from her and cash them. Ausherman stated that she was doing most of the work for [REDACTED].

CONTROLLED PHONE CALL BETWEEN WHITE AND AUSERMAN

LEI II Linde and LEI II Brennan traveled to the house of White to participate in an audio-recorded controlled call between White and Ausherman. White voluntarily used her personal cell phone to place a phone call to Ausherman. White informed Ausherman that the police were asking questions about the International Dollar checks that White was cashing for her. Ausherman told White to say she worked for those checks as the police did not have proof otherwise. Ausherman told White that she worked for Ausherman for a couple of months, twice a day, and got paid.


RELATED FINDINGS AND CONCLUSION

The MFCU received certified Bank of America records for International Dollar, including bank statements and copies of checks payable to Kristy White from September 1, 2018, through March 31, 2019. Bank of America records from International Dollar's checking account contained thirteen bi-weekly paychecks to Kristy White for \$1,200.00 US, and one

check for \$1,220.00 US. All checks were cashed. Auditor Janie Timones calculated a loss amount of \$15,620.00 US.

Based on the aforementioned facts, your Affiant has reason to believe and does believe that probable cause exists to establish that **Carolyn Peck Ausherman** did engage in a scheme to defraud constituting a systematic, ongoing course of conduct with intent to defraud one or more persons, or with intent to obtain property from one or more persons by false or fraudulent pretenses, representations, or promises or willful misrepresentations of a future act and did obtain property from one or more of such persons, the aggregate value of the property obtained was less than \$20,000 US, contrary to Florida Statute 817.034(4)(a)3; and did willfully and without authorization fraudulently use, or possess with the intent to fraudulently use, personal identification information concerning Kristy White without first obtaining Kristy White's consent, contrary to Florida Statute 817.568 (2)(a).

FURTHER, AFFIANT SAYETH NAUGHT.


Michael J. Maloney, AFFIANT
Law Enforcement Investigator
Medicaid Fraud Control Unit
State of Florida
County of Duval

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13th OF OCTOBER 2020.

The foregoing instrument was acknowledged, sworn to, and subscribed before me on this 13th day of October 2020, by Michael J. Maloney, who is personally known to me and who did take an oath.


Notary Public

