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U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY _____

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

CR 11 01082

11	UNITED STATES OF AMERICA,)
12	Plaintiff,)
13	v.)
14	JI HAE KIM,)
15	Defendant.)

I N F O R M A T I O N

[18 U.S.C. § 1349: Conspiracy
to Commit Health Care Fraud]

The United States Attorney charges:

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Information:

1. Defendant JI HAE KIM ("defendant KIM") was a Registered Nurse ("RN") who purported to provide in-home nursing services to Medicare patients.

2. Defendant KIM worked for Greatcare Home Health, Inc. ("Greatcare"), a Medicare provider owned by a co-conspirator, CCI.

3. Between on or about May 1, 2008, and on or about April 30, 2011, Medicare paid approximately \$5,144,277 to Greatcare

1 beneficiary, signed by the physician and an RN (or by a
2 therapist if only therapy services were provided) from the home
3 health agency; and

4 d. Skilled nursing services were provided by or under
5 the supervision of an RN in accordance with the plan of care.

6 9. To determine the proper level of care for a particular
7 beneficiary and the amount of payment, Medicare required home
8 health agencies to perform an initial evaluation reflecting the
9 patient's current health and information regarding the patient's
10 progress, using a tool called the Outcome and Assessment
11 Information Set ("OASIS").

12 10. Medicare required the initial assessment and OASIS
13 form to be completed by an RN or a qualified therapist.

14 11. Medicare also required a home health agency to
15 maintain a clinical record of services provided to each
16 beneficiary, including signed and dated clinical and progress
17 notes recording each home visit.

18 12. Medicare paid home health agencies based on a payment
19 system under which Medicare paid home health agencies for each
20 sixty-day episode of services. The amount of the payment was
21 based primarily on the severity of the beneficiary's health
22 condition and care needs as represented by the OASIS data.

23 B. THE OBJECT OF THE CONSPIRACY

24 13. Beginning on or about May 1, 2008, and continuing to
25 on or about March 2, 2011, in Los Angeles County, within the
26 Central District of California and elsewhere, defendant KIM,
27 together with CCI and others known and unknown to the United
28 States Attorney, knowingly combined, conspired, and agreed to

1 commit health care fraud, in violation of Title 18, United
2 States Code, Section 1347.

3 C. THE MANNER AND MEANS OF THE CONSPIRACY

4 14. The object of the conspiracy was carried out, and to
5 be carried out, in substance, as follows:

6 a. Defendant KIM prepared false OASIS forms for
7 Medicare beneficiaries receiving home health services from
8 Greatcare, making it appear as though the beneficiaries' medical
9 condition and lack of willing caregivers made home health
10 services medically necessary, when, in fact, they were not. At
11 CCI's instruction, defendant KIM also prepared OASIS forms that
12 listed false or misleading diagnoses for the beneficiaries,
13 including diagnoses that made the beneficiaries' conditions seem
14 more severe than they in fact were.

15 b. Defendant KIM prepared skilled nursing notes
16 containing falsified information regarding the beneficiaries'
17 conditions and falsely represented that she had visited the
18 patients, when she had not.

19 c. Defendant KIM signed falsified daily route sheets
20 and skilled nursing notes to make it appear that she had visited
21 patients whom she had not visited and to make it appear that the
22 visits she made lasted longer than they actually lasted.

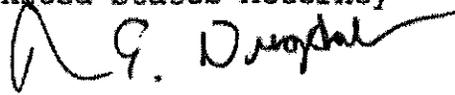
23 d. The daily route sheets and skilled nursing notes
24 prepared by defendant KIM reflected nursing visits that
25 defendant KIM had not made, including:

26 i. visits to multiple different patients at
27 different locations at the same time;

28 ii. visits made while defendant KIM was working

1 payment from Medicare for false and fraudulent claims for home
2 health services between May 1, 2008, and April 30, 2011.

3 ANDRÉ BIROTTE JR.
4 United States Attorney



5 ROBERT E. DUGDALE
6 Assistant United States Attorney
7 Chief, Criminal Division

8 BEONG-SOO KIM
9 Assistant United States Attorney
10 Chief, Major Frauds Section

11 CONSUELO S. WOODHEAD
12 Assistant United States Attorney
13 Deputy Chief, Major Frauds Section

14 KRISTEN A. WILLIAMS
15 Assistant United States Attorney
16 Major Frauds Section

FILED

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CENTRAL DISTRICT COURT
LOS ANGELES

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 2 ROBERT E. DUGDALE
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 9

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UNITED STATES DISTRICT COURT

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FOR THE CENTRAL DISTRICT OF CALIFORNIA

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UNITED STATES OF AMERICA,

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Plaintiff,

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v.

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JI HAE KIM,

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Defendant.

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1. This constitutes the plea agreement between JI HAE KIM
 ("defendant") and the United States Attorney's Office for the
 21 Central District of California ("the USAO") in the investigation
 22 of conspiracy to commit health care fraud, in violation of Title
 23 18, United States Code, Section 1349. This agreement is limited
 24 to the USAO and cannot bind any other federal, state, local, or
 25 foreign prosecuting, enforcement, administrative, or regulatory
 26 authorities.
 27

28

CR No. 11 01082
PLEA AGREEMENT FOR DEFENDANT
JI HAE KIM

1 DEFENDANT'S OBLIGATIONS

2 2. Defendant agrees to:

3 a) Give up the right to indictment by a grand jury and,
4 at the earliest opportunity requested by the USAO and provided by
5 the Court, appear and plead guilty to a single-count information
6 in the form attached to this agreement as Exhibit A or a
7 substantially similar form.

8 b) Not contest facts agreed to in this agreement.

9 c) Abide by all agreements regarding sentencing
10 contained in this agreement.

11 d) Appear for all court appearances, surrender as
12 ordered for service of sentence, obey all conditions of any bond,
13 and obey any other ongoing court order in this matter.

14 e) Not commit any crime; however, offenses that would
15 be excluded for sentencing purposes under United States
16 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines")
17 § 4A1.2(c) are not within the scope of this agreement.

18 f) Be truthful at all times with Pretrial Services, the
19 United States Probation Office, and the Court.

20 g) Pay the applicable special assessment at or before
21 the time of sentencing unless defendant lacks the ability to pay
22 and submits a completed financial statement (form OBD-500) to the
23 USAO prior to sentencing.

24 h) Not seek the discharge of any restitution
25 obligation, in whole or in part, in any present or future
26 bankruptcy proceeding.

27 3. Defendant further agrees to truthfully to disclose to
28 law enforcement officials, at a date and time to be set by the

1 USAO, the location of, defendant's ownership interest in, and all
2 other information known to defendant about, all monies,
3 properties, and/or assets of any kind.

4
5 THE USAO'S OBLIGATIONS

6 4. The USAO agrees to:

7 a) Not contest facts agreed to in this agreement.

8 b) Abide by all agreements regarding sentencing
9 contained in this agreement.

10 c) At the time of sentencing, provided that defendant
11 demonstrates an acceptance of responsibility for the offense up
12 to and including the time of sentencing, recommend a two-level
13 reduction in the applicable Sentencing Guidelines offense level,
14 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary,
15 move for an additional one-level reduction if available under
16 that section.

17 d) Recommend that defendant be sentenced to a term of
18 imprisonment no higher than the low end of the applicable
19 Sentencing Guidelines range, provided that the offense level used
20 by the Court to determine that range is 21 or higher and provided
21 that the Court does not depart downward in offense level or
22 criminal history category. For purposes of this agreement, the
23 low end of the Sentencing Guidelines range is that defined by the
24 Sentencing Table in U.S.S.G. Chapter 5, Part A.

25 NATURE OF THE OFFENSE

26 5. Defendant understands that for defendant to be guilty
27 of the crime charged in the information's single count (a
28 violation of Title 18, United States Code, Section 1349), the

1 following must be true: (1) beginning in or around May 2008 and
2 continuing until on or about March 2, 2011, there was an
3 agreement between two or more persons to commit healthcare fraud,
4 in violation of Title 18, United States Code, Section 1347; and
5 (2) defendant became a member of this conspiracy knowing of at
6 least one of its objects and intending to help accomplish it.
7 The elements of a violation of Title 18, United States Code,
8 Section 1347, are: (1) defendant knowingly and willfully devised
9 or participated in a scheme to defraud a health care benefit
10 program; (2) the statements made or facts omitted as part of the
11 scheme were material; (3) defendant acted with intent to defraud;
12 and (4) the scheme involved the delivery of or payment for health
13 care benefits, items, or services.

14 Defendant admits that defendant is, in fact, guilty of this
15 offense as described in the information's single count.

16 PENALTIES AND RESTITUTION

17 6. Defendant understands that the statutory maximum
18 sentence that the Court can impose for a violation of Title 18,
19 United States Code, Section 1349, is: 10 years imprisonment; a 3
20 -year period of supervised release; a fine of \$250,000 or twice
21 the gross gain or gross loss resulting from the offense,
22 whichever is greatest; and a mandatory special assessment of
23 \$100.

24 7. Defendant understands that defendant will be required
25 to pay full restitution to the victim(s) of the offense.
26 Defendant agrees that, in return for the USAO's compliance with
27 its obligations under this agreement, the amount of restitution
28 is not restricted to the amounts alleged in the count to which

1 defendant is pleading guilty and may include losses arising from
2 all relevant conduct in connection with that count. The parties
3 currently believe that the applicable amount of restitution is
4 approximately \$1,136,026.58, but recognize and agree that this
5 amount could change based on facts that come to the attention of
6 the parties prior to sentencing.

7 8. Defendant understands that supervised release is a
8 period of time following imprisonment during which defendant will
9 be subject to various restrictions and requirements. Defendant
10 understands that if defendant violates one or more of the
11 conditions of any supervised release imposed, defendant may be
12 returned to prison for all or part of the term of supervised
13 release authorized by statute for the offense that resulted in
14 the term of supervised release, which could result in defendant
15 serving a total term of imprisonment greater than the statutory
16 maximum stated above.

17 9. Defendant understands that, by pleading guilty,
18 defendant may be giving up valuable government benefits and
19 valuable civic rights, such as the right to vote, the right to
20 possess a firearm, the right to hold office, and the right to
21 serve on a jury. Defendant understands that once the court
22 accepts defendant's guilty plea, it will be a federal felony for
23 defendant to possess a firearm or ammunition. Defendant
24 understands that the conviction in this case may also subject
25 defendant to various other collateral consequences, including but
26 not limited to mandatory exclusion from federal health care
27 benefit programs for a minimum of five years, suspension or
28 revocation of a professional license, and revocation of

1 probation, parole, or supervised release in another case.
2 Defendant understands that unanticipated collateral consequences
3 will not serve as grounds to withdraw defendant's guilty plea.

4 10. Defendant understands that, if defendant is not a
5 United States citizen, the felony conviction in this case may
6 subject defendant to removal, also known as deportation, which
7 may, under some circumstances, be mandatory. The court cannot,
8 and defendant's attorney also may not be able to, advise
9 defendant fully regarding the immigration consequences of the
10 felony conviction in this case. Defendant understands that
11 unexpected immigration consequences will not serve as grounds to
12 withdraw defendant's guilty plea.

13 FACTUAL BASIS

14 11. Defendant and the USAO agree to the statement of facts
15 provided below. Defendant and the USAO agree that this statement
16 of facts is sufficient to support a plea of guilty to the charge
17 described in this agreement and to establish the Sentencing
18 Guidelines factors set forth in paragraph 13 below but is not
19 meant to be a complete recitation of all facts relevant to the
20 underlying criminal conduct or all facts known to either party
21 that relate to that conduct.

22 a. Medicare is a federal health care benefit program
23 operated by the United States Department of Health and Human
24 Services that provides reimbursement for medically necessary
25 services, including skilled nursing services provided by
26 qualified home health agencies, provided to persons age sixty-
27 five years and older and to certain disabled persons.

28

1 b. Beginning in or around May 2008 and continuing
2 through on or about March 2, 2011, defendant was a member of a
3 conspiracy to defraud Medicare by submitting claims for home
4 health services that (i) were not provided to patients or were
5 provided by unlicensed individuals, (ii) involved kickbacks paid
6 to doctors and marketers for patient referrals or payments to the
7 patients directly, and (iii) involved upcoding patient diagnoses
8 for higher Medicare reimbursement. Defendant knew that the
9 conspiracy involved the submission of false and fraudulent claims
10 to Medicare and joined the conspiracy intending to help
11 accomplish that goal.

12 c. Defendant was a registered nurse ("RN") who worked
13 for Greatcare Home Health, Inc. ("Greatcare"), a home health
14 agency owned by Hee Jung Mun. Between in or around May 2008 and
15 on or about March 2, 2011, Greatcare was enrolled as a Medicare
16 provider and submitted claims to Medicare for home health
17 services allegedly rendered to Medicare beneficiaries.

18 d. Defendant filled out Outcome and Assessment
19 Information Set ("OASIS") forms for Greatcare patients. The
20 OASIS form is part of an initial assessment for all patients
21 receiving skilled care and information from it is submitted to
22 Medicare. The severity of the beneficiary's health condition and
23 care needs as indicated on the OASIS form affected the level of
24 Medicare reimbursement to the provider. On Greatcare's OASIS
25 forms, defendant falsely claimed that diabetic patients were
26 unable or unwilling to administer their own medication or
27 required skilled nursing services. At Mun's instruction,
28 defendant also entered diagnoses on OASIS forms that defendant

1 knew the patients did not have and which were different from the
2 diagnoses reflected on the doctors' orders for home health
3 services. Defendant knew and intended that Greatcare would use
4 this false information in submitting claims to Medicare for
5 reimbursement.

6 e. Defendant and Mun agreed that defendant would be
7 the RN responsible for many of the diabetic patients admitted to
8 Greatcare. Although defendant was supposed to visit these
9 diabetic patients twice a day, defendant did not do so. As
10 defendant knew, some of the patients were visited by unlicensed
11 individuals, while others were not visited at all or visited only
12 occasionally. As defendant also knew, patients who were not
13 visited were able to administer their insulin treatment
14 themselves or had a willing caregiver administer treatment, and
15 thus did not require skilled nursing services. Defendant knew
16 and intended that Greatcare would submit fraudulent claims to
17 Medicare for twice-a-day visits to diabetic patients.

18 f. Defendant also was in charge of care for some
19 Greatcare patients who were receiving intravenous ("IV")
20 treatments. Defendant did not visit all of these patients.
21 Defendant knew that some of these patients were visited by
22 unlicensed individuals who inserted and removed the IVs, and also
23 knew that some of the patients could remove their IVs themselves,
24 and thus did not require skilled nursing services. Defendant
25 knew and intended that Greatcare would submit fraudulent claims
26 to Medicare for these services.

27 g. Defendant prepared skilled nursing notes for
28 patient visits she did not make, making up the information on

1 those notes. Defendant also signed nursing notes prepared by
2 other individuals for patient visits defendant had not made.
3 Defendant knew and intended that Greatcare would submit claims to
4 Medicare for the services allegedly reflected in those notes.

5 h. Defendant signed falsified daily route sheets,
6 which purported to show skilled nursing visits she had made, when
7 in fact she had not made many of those visits or had not visited
8 the beneficiaries for the full length of time indicated on the
9 daily route sheet.

10 i. In particular, between June 1, 2009, and June 30,
11 2009, defendant purported to make approximately 689 home health
12 visits to beneficiaries admitted to Greatcare and to two other
13 home health agencies. Defendant prepared and signed daily route
14 sheets and skilled nursing notes for these visits, indicating
15 that she personally made the visits and that each visit lasted 45
16 minutes to an hour. The false records that defendant created
17 also showed that defendant saw up to 29 patients in a single day
18 and saw multiple patients in different locations at the same
19 time.

20 j. Between in or around May 2008 and on or about
21 April 30, 2011, Medicare paid Greatcare approximately
22 \$5,144,277.54 for skilled nursing services allegedly provided by
23 Greatcare. Of this amount, approximately \$1,136,026.58 was for
24 services defendant allegedly provided.

25 SENTENCING FACTORS

26 12. Defendant understands that in determining defendant's
27 sentence the Court is required to consider the factors set forth
28 in 18 U.S.C. § 3553(a)(1)-(7), including the kinds of sentence

1 and sentencing range established under the Sentencing Guidelines.
2 Defendant understands that the Sentencing Guidelines are advisory
3 only, that defendant cannot have any expectation of receiving a
4 sentence within the Sentencing Guidelines range, and that after
5 considering the Sentencing Guidelines and the other § 3553(a)
6 factors, the Court will be free to exercise its discretion to
7 impose any sentence it finds appropriate up to the maximum set by
8 statute for the crime of conviction.

9 13. Defendant and the USAO agree to the following
10 applicable Sentencing Guidelines factors:

11	Base Offense Level	:	6	[U.S.S.G. § 2B1.1(a)(1)]
12	Loss Between \$1M and \$2.5M	:	+16	[U.S.S.G. § 2B1.1(b)(1)(I)]
13	Abuse of a Position of Trust	:	+2	[U.S.S.G. § 3B1.3]

15 Defendant and the USAO reserve the right to argue that additional
16 specific offense characteristics, adjustments, and departures
17 under the Sentencing Guidelines are appropriate.

18 14. Defendant understands that there is no agreement as to
19 defendant's criminal history or criminal history category.

20 15. Defendant and the USAO reserve the right to argue for a
21 sentence outside the sentencing range established by the
22 Sentencing Guidelines based on the factors set forth in 18 U.S.C.
23 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

24 WAIVER OF CONSTITUTIONAL RIGHTS

25 16. Defendant understands that by pleading guilty,
26 defendant gives up the following rights:

- 27 a) The right to persist in a plea of not guilty.
28 b) The right to a speedy and public trial by jury.

1 c) The right to the assistance of an attorney at trial,
2 including the right to have the Court appoint an attorney to
3 represent defendant at trial. Defendant understands, however,
4 that, despite defendant's guilty plea, defendant retains the
5 right to be represented by an attorney -- and, if necessary, to
6 have the Court appoint an attorney if defendant cannot afford one
7 -- at every other stage of the proceeding.

8 d) The right to be presumed innocent and to have the
9 burden of proof placed on the government to prove defendant
10 guilty beyond a reasonable doubt.

11 e) The right to confront and cross-examine witnesses
12 against defendant.

13 f) The right to testify on defendant's own behalf and
14 present evidence in opposition to the charges, including calling
15 witnesses and subpoenaing those witnesses to testify.

16 g) The right not to be compelled to testify, and, if
17 defendant chose not to testify or present evidence, to have that
18 choice not be used against defendant.

19 h) Any and all rights to pursue any affirmative
20 defenses, Fourth Amendment or Fifth Amendment claims, and other
21 pretrial motions that have been filed or could be filed.

22 WAIVER OF APPEAL OF CONVICTION

23 17. Defendant understands that, with the exception of an
24 appeal based on a claim that defendant's guilty plea was
25 involuntary, by pleading guilty defendant is waiving and giving
26 up any right to appeal defendant's conviction on the offense to
27 which defendant is pleading guilty.

28

1 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2 18. Defendant agrees that, provided the Court imposes a
3 total term of imprisonment on all counts of conviction of no more
4 than 46 months, defendant gives up the right to appeal all of the
5 following: (a) the procedures and calculations used to determine
6 and impose any portion of the sentence; (b) the term of
7 imprisonment imposed by the Court; (c) the fine imposed by the
8 court, provided it is within the statutory maximum; (d) the
9 amount and terms of any restitution order, provided it requires
10 payment of no more than \$1,136,026.58; (e) the term of probation
11 or supervised release imposed by the Court, provided it is within
12 the statutory maximum; and (f) any of the following conditions of
13 probation or supervised release imposed by the Court: the
14 standard conditions set forth in General Orders 318, 01-05,
15 and/or 05-02 of this Court; the drug testing conditions mandated
16 by 18 U.S.C. §§ 3563(a) (5) and 3583(d); and the alcohol and drug
17 use conditions authorized by 18 U.S.C. § 3563(b) (7).

18 19. The USAO agrees that, provided (a) all portions of the
19 sentence are at or below the statutory maximum specified above
20 and (b) the Court imposes a term of imprisonment of no less than
21 37 months, the USAO gives up its right to appeal any portion of
22 the sentence, with the exception that the USAO reserves the right
23 to appeal the amount of restitution ordered if that amount is
24 less than \$1,136,026.58.

25 RESULT OF WITHDRAWAL OF GUILTY PLEA

26 20. Defendant agrees that if, after entering a guilty plea
27 pursuant to this agreement, defendant seeks to withdraw and
28 succeeds in withdrawing defendant's guilty plea on any basis

1 other than a claim and finding that entry into this plea
2 agreement was involuntary, then the USAO will be relieved of all
3 of its obligations under this agreement.

4 EFFECTIVE DATE OF AGREEMENT

5 21. This agreement is effective upon signature and
6 execution of all required certifications by defendant,
7 defendant's counsel, and an Assistant United States Attorney.

8 BREACH OF AGREEMENT

9 22. Defendant agrees that if defendant, at any time after
10 the signature of this agreement and execution of all required
11 certifications by defendant, defendant's counsel, and an
12 Assistant United States Attorney, knowingly violates or fails to
13 perform any of defendant's obligations under this agreement ("a
14 breach"), the USAO may declare this agreement breached. All of
15 defendant's obligations are material, a single breach of this
16 agreement is sufficient for the USAO to declare a breach, and
17 defendant shall not be deemed to have cured a breach without the
18 express agreement of the USAO in writing. If the USAO declares
19 this agreement breached, and the Court finds such a breach to
20 have occurred, then: (a) if defendant has previously entered a
21 guilty plea pursuant to this agreement, defendant will not be
22 able to withdraw the guilty plea, and (b) the USAO will be
23 relieved of all its obligations under this agreement.

24 COURT AND PROBATION OFFICE NOT PARTIES

25 23. Defendant understands that the Court and the United
26 States Probation Office are not parties to this agreement and
27 need not accept any of the USAO's sentencing recommendations or
28 the parties' agreements to facts or sentencing factors.

1 24. Defendant understands that both defendant and the USAO
2 are free to: (a) supplement the facts by supplying relevant
3 information to the United States Probation Office and the Court,
4 (b) correct any and all factual misstatements relating to the
5 Court's Sentencing Guidelines calculations, and (c) argue on
6 appeal and collateral review that the Court's Sentencing
7 Guidelines calculations are not error, although each party agrees
8 to maintain its view that the calculations in paragraph 13 are
9 consistent with the facts of this case. While this paragraph
10 permits both the USAO and defendant to submit full and complete
11 factual information to the United States Probation Office and the
12 Court, even if that factual information may be viewed as
13 inconsistent with the facts agreed to in this agreement, this
14 paragraph does not affect defendant's and the USAO's obligations
15 not to contest the facts agreed to in this agreement.

16 25. Defendant understands that even if the Court ignores
17 any sentencing recommendation, finds facts or reaches conclusions
18 different from those agreed to, and/or imposes any sentence up to
19 the maximum established by statute, defendant cannot, for that
20 reason, withdraw defendant's guilty plea, and defendant will
21 remain bound to fulfill all defendant's obligations under this
22 agreement. Defendant understands that no one -- not the
23 prosecutor, defendant's attorney, or the Court -- can make a
24 binding prediction or promise regarding the sentence defendant
25 will receive, except that it will be within the statutory
26 maximum.

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NO ADDITIONAL AGREEMENTS

26. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

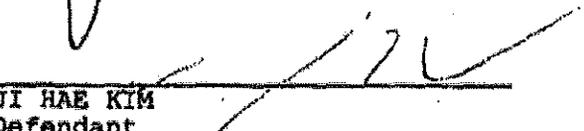
AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

ANDRÉ BIROTTE JR.
United States Attorney


KRISTEN A. WILLIAMS
Assistant United States Attorney

11/8/11
Date


JI HAE KIM
Defendant

11/8/11
Date


EDWARD ROBINSON
Attorney for Defendant
JI HAE KIM

11/7/11
Date

CERTIFICATION OF DEFENDANT

1
2 This agreement has been read to me in Korean, the language I
3 understand best. I have had enough time to review and consider
4 this agreement, and I have carefully and thoroughly discussed
5 every part of it with my attorney. I understand the terms of
6 this agreement, and I voluntarily agree to those terms. I have
7 discussed the evidence with my attorney, and my attorney has
8 advised me of my rights, of possible pretrial motions that might
9 be filed, of possible defenses that might be asserted either
10 prior to or at trial, of the sentencing factors set forth in 18
11 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,
12 and of the consequences of entering into this agreement. No
13 promises, inducements, or representations of any kind have been
14 made to me other than those contained in this agreement. No one
15 has threatened or forced me in any way to enter into this
16 agreement. I am satisfied with the representation of my attorney
17 in this matter, and I am pleading guilty because I am guilty of
18 the charges and wish to take advantage of the promises set forth
19 in this agreement, and not for any other reason.

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22 JI HAE KIM
Defendant

11/14/11
Date

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CERTIFICATION OF INTERPRETER

I, Jae's Chon, am fluent in the written and spoken English and Korean languages. I accurately translated this entire agreement from English into Korean to defendant Ji Hae Kim on this date.

Jae's Chon
Interpreter

11-7-11
Date

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am JI HAE KIM's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



EDWARD ROBINSON
Attorney for Defendant
JI HAE KIM

11/7/11
Date

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CRIMINAL MINUTES -- CHANGE OF PLEA

Case No. CR 11-01082 DDP

Date: January 11, 2012

=====

PRESENT: HONORABLE DEAN D. PREGERSON, JUDGE

John A. Chambers
Courtroom Deputy

Maria Bustillos
Court Reporter

Kristen A. Williams
Asst. U.S. Attorney

Gene Chang
Korean Interpreter

=====

U.S.A. vs (Dfts listed below)

Attorneys for Defendants

1) JI HAE KIM
present on bond

1) Edward M. Robinson
present retained

PROCEEDINGS: PLEA

Court and counsel confer re the plea of Guilty. Defendant moves to plea Guilty to the Information. Defendant now enters a plea of Guilty to the Single Count Information. The Court questions the defendant regarding the plea of Guilty and finds a factual and legal basis for the plea; waivers of constitutional rights are freely, voluntarily and intelligently made; plea is provident; plea is accepted and entered.

The Court refers the defendant to the Probation Office for the preparation of a presentence report and continues the matter to October 1, 2012 at 1:30 p.m., for sentencing. The Court vacates the court and/or jury trial date.

Counsel are notified that Federal Rule of Criminal Procedure 32(b)(6)(B) requires the parties to notify the Probation Officer, and each other, of any objections to the Presentence Report within fourteen (14) days of receipt. Alternatively, the Court will permit counsel to file such objections no later than twenty-one (21) days before Sentencing. The Court construes "objections" to include departure arguments. Requests for continuances shall be filed no later than twenty-one (21) days before Sentencing. Strict compliance with the above is mandatory because untimely filings impede the abilities of the Probation Office and of the Court to prepare for Sentencing. Failure to meet these deadlines is grounds for sanctions.

cc: P. O. & P. S. A. L. A.

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**BEFORE THE
BOARD OF REGISTERED NURSING
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:
JI HAE KIM
2763 Via Hacienda #90
Fullerton, CA 92835
Registered Nurse License No. 630416
Respondent.

Case No. 2014-482
DEFAULT DECISION AND ORDER
[Gov. Code, §11520]

FINDINGS OF FACT

1. On or about October 18, 2013, Complainant Louise R. Bailey, M.Ed., RN, in her official capacity as the Executive Officer of the Board of Registered Nursing, Department of Consumer Affairs, filed Accusation No. 2014-482 against Ji Hae Kim (Respondent) before the Board of Registered Nursing. (Accusation attached as Exhibit A.)

2. On or about December 22, 2003, the Board of Registered Nursing (Board) issued Registered Nurse License No. 630416 to Respondent. The Registered Nurse License was in full force and effect at all times relevant to the charges brought in Accusation No. 2014-482 and will expire on December 31, 2013, unless renewed. Section 2764 of the Code provides, in pertinent part, that the expiration of a license shall not deprive the Board of jurisdiction to proceed with a

1 disciplinary proceeding against the licensee or to render a decision imposing discipline on the
2 license.

3 3. On or about October 18, 2013, Respondent was served by Certified and First Class
4 Mail copies of the Accusation No. 2014-482, Statement to Respondent, Notice of Defense,
5 Request for Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6,
6 and 11507.7) at Respondent's address of record which, pursuant to California Code of
7 Regulations, title 16, section 1409.1, is required to be reported and maintained with the Board.
8 Respondent's address of record was and is:

9 2763 Via Hacienda #90
10 Fullerton, CA 92835

11 4. Service of the Accusation was effective as a matter of law under the provisions of
12 Government Code section 11505, subdivision (c) and/or Business & Professions Code section
13 124.

14 5. On or about October 29, 2013 and November 8, 2013, the aforementioned documents
15 served by First Class and Certified Mail, respectively, were returned by the U.S. Postal Service
16 marked "Moved – Left No Address – Unable to Forward." The address on the documents was the
17 same as the address on file with the Board. Respondent failed to maintain an updated address
18 with the Board and the Board has made attempts to serve the Respondent at the address on file.
19 Respondent has not made herself available for service and therefore, has not availed herself of her
20 right to file a notice of defense and appear at hearing.

21 6. Government Code section 11506 states, in pertinent part:

22 (c) The respondent shall be entitled to a hearing on the merits if the respondent
23 files a notice of defense, and the notice shall be deemed a specific denial of all parts
24 of the accusation not expressly admitted. Failure to file a notice of defense shall
constitute a waiver of respondent's right to a hearing, but the agency in its discretion
may nevertheless grant a hearing.

25 7. Respondent failed to file a Notice of Defense within 15 days after service upon her of
26 the Accusation, and therefore waived her right to a hearing on the merits of Accusation No. 2014-
27 482.

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1 8. California Government Code section 11520 states, in pertinent part:

2 (a) If the respondent either fails to file a notice of defense or to appear at the
3 hearing, the agency may take action based upon the respondent's express admissions
4 or upon other evidence and affidavits may be used as evidence without any notice to
5 respondent.

6 9. Pursuant to its authority under Government Code section 11520, the Board finds
7 Respondent is in default. The Board will take action without further hearing and, based on the
8 relevant evidence contained in the Default Decision Evidence Packet in this matter, as well as
9 taking official notice of all the investigatory reports, exhibits and statements contained therein on
10 file at the Board's offices regarding the allegations contained in Accusation No. 2014-482, finds
11 that the charges and allegations in Accusation No. 2014-482, are separately and severally, found
12 to be true and correct by clear and convincing evidence.

13 10. Taking official notice of its own internal records, pursuant to Business and
14 Professions Code section 125.3, it is hereby determined that the reasonable costs for Investigation
15 and Enforcement is \$642.50 as of November 19, 2013.

15 DETERMINATION OF ISSUES

16 1. Based on the foregoing findings of fact, Respondent Ji Hae Kim has subjected her
17 Registered Nurse License No. 630416 to discipline.

18 2. The agency has jurisdiction to adjudicate this case by default.

19 3. The Board of Registered Nursing is authorized to revoke Respondent's Registered
20 Nurse License based upon the following violations alleged in the Accusation which are supported
21 by the Default Decision Investigatory Evidence Packet in this case.

22 4. Respondent has subjected her license to disciplinary action under sections 810 and
23 2761, subdivision (a) of the Code for unprofessional conduct in that on or about November 14,
24 2011, in a criminal proceeding *United States of America v. Ji Hae Kim*, in United States District
25 Court, Central District of California, Case No. 2:11-cr-01082-DDP, Respondent entered a plea of
26 guilty to violating 18 U.S.C. section 1349, conspiracy to commit health care fraud, a felony.
27 Respondent signed the plea agreement certifying, in part, "I am pleading guilty because I am
28 guilty of the charges."

ORDER

1
2 IT IS SO ORDERED that Registered Nurse License No. 630416, heretofore issued to
3 Respondent Ji Hae Kim, is revoked.

4 Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a
5 written motion requesting that the Decision be vacated and stating the grounds relied on within
6 seven (7) days after service of the Decision on Respondent. The agency in its discretion may
7 vacate the Decision and grant a hearing on a showing of good cause, as defined in the statute.

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9 This Decision shall become effective on MAY 26, 2014.

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11 It is so ORDERED APRIL 26, 2014

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17 FOR THE BOARD OF REGISTERED NURSING
18 DEPARTMENT OF CONSUMER AFFAIRS

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26 DOJ Matter ID:SD2013705473

27 Attachment:
28 Exhibit A: Accusation

Exhibit A

Accusation

1 KAMALA D. HARRIS
Attorney General of California
2 LINDA K. SCHNEIDER
Supervising Deputy Attorney General
3 State Bar No. 101336
AMANDA DODDS
4 Senior Legal Analyst
110 West "A" Street, Suite 1100
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P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2141
7 Facsimile: (619) 645-2061
Attorneys for Complainant
8

9 **BEFORE THE**
BOARD OF REGISTERED NURSING
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:	Case No. 2014-482
13 JI HAE KIM	A C C U S A T I O N
14 2763 Via Hacienda #90	
14 Fullerton, CA 92835	
15 Registered Nurse License No. 630416	
16 Respondent.	

17
18 Complainant alleges:

19 **PARTIES**

20 1. Louise R. Bailey, M.Ed., RN (Complainant) brings this Accusation solely in her
21 official capacity as the Executive Officer of the Board of Registered Nursing, Department of
22 Consumer Affairs.

23 2. On or about December 22, 2003, the Board of Registered Nursing issued Registered
24 Nurse License Number 630416 to Ji Hae Kim (Respondent). The Registered Nurse License was
25 in full force and effect at all times relevant to the charges brought herein and will expire on
26 December 31, 2013, unless renewed.

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JURISDICTION

3. This Accusation is brought before the Board of Registered Nursing (Board), Department of Consumer Affairs, under the authority of the following laws. All section references are to the Business and Professions Code (Code) unless otherwise indicated.

4. Section 2750 of the Code provides, in pertinent part, that the Board may discipline any licensee, including a licensee holding a temporary or an inactive license, for any reason provided in Article 3 (commencing with section 2750) of the Nursing Practice Act.

5. Section 2764 of the Code provides, in pertinent part, that the expiration of a license shall not deprive the Board of jurisdiction to proceed with a disciplinary proceeding against the licensee or to render a decision imposing discipline on the license.

STATUTORY PROVISIONS

6. Section 810 of the Code states:

(a) It shall constitute unprofessional conduct and grounds for disciplinary action, including suspension or revocation of a license or certificate, for a health care professional to do any of the following in connection with his or her professional activities:

(2) Knowingly prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support of any false or fraudulent claim.

7. Section 2761 of the Code states:

The board may take disciplinary action against a certified or licensed nurse or deny an application for a certificate or license for any of the following:

(a) Unprofessional conduct, which includes, but is not limited to, the following:

COSTS

8. Section 125.3 of the Code provides, in pertinent part, that the Board may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and

1 enforcement of the case, with failure of the licentiate to comply subjecting the license to not being
2 renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be
3 included in a stipulated settlement.

4 **CAUSE FOR DISCIPLINE**

5 **(Unprofessional Conduct – Health Care Fraud)**

6 9. Respondent has subjected her license to disciplinary action under sections 810 and
7 2761, subdivision (a) of the Code in that she knowingly prepared and presented false or/and
8 fraudulent claims in connection with a conspiracy to commit health care fraud. The
9 circumstances are as follows:

10 10. On or about November 14, 2011, in a criminal proceeding *United States of America v.*
11 *Ji Hae Kim*, United States District Court, Central District of California Case No. case number
12 2:11-cr-01082-DDP, Respondent entered a plea of guilty to violating 18 U.S.C. section 1349,
13 conspiracy to commit health care fraud, a felony. Respondent signed the plea agreement
14 certifying, in part, "I am pleading guilty because I am guilty of the charges."

15 11. The facts contained in the plea agreement are that beginning in or around May 2008
16 and continuing through or around March 2, 2011, Respondent was a member of a conspiracy to
17 defraud Medicare¹ by submitting claims for home health services that (1) were not actually
18 provided to patients or were provided by unlicensed individuals; (2) involved kickbacks paid to
19 doctors and marketers for patient referrals or payments to the patients directly; and (3) involved
20 upcoding patient diagnoses for higher Medicare reimbursement. Respondent knew that the
21 conspiracy involved the submission of false and fraudulent claims to Medicare and joined the
22 conspiracy intending to help accomplish that goal. As an employee for home health agency
23 Greatcare Home Health (Greatcare), Respondent filled out Outcome and Assessment Information
24 Set (OASIS) forms for patients served by Greatcare. The severity of the patient's health
25 condition and care needs as indicated on the OASIS form affected the level of Medicare.

26 ¹ Medicare is a federal health care benefit program operated by the U.S. Department of
27 Health and Human Services that provides reimbursement for medically necessary services,
28 including skilled nursing services provided by qualified home health agencies, provided to
persons age sixty-five years and older and to certain disabled persons.

1 reimbursement to Greatcare. Respondent filled out OASIS forms falsely stating that the patients
2 were unable or unwilling to administer their own medication or they required skilled nursing
3 services. Respondent entered diagnoses on the OASIS forms that were different from the
4 diagnoses reflected on the doctors' orders for home health services. Respondent was responsible
5 for many of Greatcare's diabetic patients. Respondent was supposed to visit these diabetic
6 patients twice a day, but Respondent did not do so. Respondent knew that the patients were being
7 visited by unlicensed individuals, while others were not visited or visited only occasionally.
8 Respondent knew that the patients who were not visited were able to administer their own insulin
9 or had a caregiver administer treatment. Respondent was also in charge of care of patients
10 receiving intravenous (IV) treatments. Respondent knew that the patients were being visited by
11 unlicensed individuals who inserted and removed the IV's. Respondent participated in submitting
12 false claims for these patients. Respondent signed nursing notes prepared by other individuals for
13 patient visits she did not make, and she signed falsified daily route sheets for skilled nursing visits
14 she never made. From approximately May 2008 to or around April 30, 2011, Medicare paid
15 Greatcare approximately \$5,144,277.54 for skilled nursing services allegedly provided by
16 Greatcare. Of this amount, approximately \$1,136,026.58 was for services Respondent allegedly
17 provided.

18 12. Prior to sentencing, which was set for February 4, 2013, Respondent fled the country
19 and returned to South Korea.

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PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Board of Registered Nursing issue a decision:

1. Revoking or suspending Registered Nurse License Number 630416, issued to Ji Hae Kim;
2. Ordering Ji Hae Kim to pay the Board of Registered Nursing the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;
3. Taking such other and further action as deemed necessary and proper.

DATED: OCTOBER 18, 2013


LOUISE R. BAILEY, M.ED., RN
Executive Officer
Board of Registered Nursing
Department of Consumer Affairs
State of California
Complainant

SD2013705473