

AF Approval ✓

Chief Approval RJB

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:18-CR-378-T-30CPT

JAYAM KRISHNA IYER

**PLEA AGREEMENT**

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Maria Chapa Lopez, United States Attorney for the Middle District of Florida, and the defendant, Jayam Krishna Iyer, and the attorney for the defendant, Dale Sisco, mutually agree as follows:

**A. Particularized Terms**

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with healthcare fraud, in violation of 18 U.S.C. §§ 1347 and 2.

2. Maximum Penalties

Count One carries a maximum sentence of ten years of imprisonment, twenty years of imprisonment if it involves serious bodily injury, a fine of \$250,000, a term of supervised release of up to three years, and a special assessment of \$100. With respect to certain offenses, the Court shall

*KLM* *JOS*  
*DRS*

Defendant's Initials JKI

order the defendant to make restitution to any victim of the offenses, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offenses, or to the community, as set forth below.

3. Elements of the Offense(s)

The defendant acknowledges understanding the nature and elements of the offense(s) with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

First: the Defendant knowingly executed, or attempted to execute, a scheme or artifice to defraud a health-care benefit program, or to obtain money or property owned by, or under the custody or control of, a health-care benefit program, by means of false or fraudulent pretenses, representations, or promises;

Second: the healthcare benefit program affected interstate commerce;

Third: the false or fraudulent pretenses, representations, or promises related to a material fact;

Fourth: the Defendant acted willfully and intended to defraud; and

Fifth: the Defendant did so in connection with the delivery of or payment for health-care benefits, items, or services.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

Defendant's Initials *JLF*

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to Medicare <sup>and medicaid</sup> in the amount of at least \$51,521.00.

*[Handwritten initials]*  
*[Handwritten initials]*

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

Defendant's Initials *[Handwritten initials]*

8. Acceptance of Responsibility - Two Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

9. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 982(a)(7), whether in the possession or control of the United States, the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the \$51,521 in proceeds the defendant admits she obtained, as the result of the commission of the offense(s) to which the defendant is pleading guilty. The defendant acknowledges and agrees that: (1) the defendant obtained this amount as a result of the commission of the offense(s), and (2) as a result of the acts and omissions of the defendant, the proceeds have been transferred to third parties

Defendant's Initials zlc

and cannot be located by the United States upon the exercise of due diligence. Therefore, the defendant agrees that, pursuant to 21 U.S.C. § 853(p), the United States is entitled to forfeit any other property of the defendant (substitute assets), up to the amount of proceeds the defendant obtained, as the result of the offense(s) of conviction. The defendant further consents to, and agrees not to oppose, any motion for substitute assets filed by the United States up to the amount of proceeds obtained from commission of the offense(s). The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant also agrees to waive all constitutional, statutory, and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule

Defendant's Initials gcs

32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all substitute assets and to transfer custody of such assets to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG §1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

Defendant's Initials

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to any substitute assets before the defendant's sentencing. In addition to providing full and complete information about substitute assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns

Defendant's Initials *JLF*

until the agreed forfeiture, including the forfeiture of any substitute assets, is final.


10. Agreement to Forfeit Medical License and DEA Registration Number and Terminate Proceedings

Defendant agrees to forfeit and relinquish her Florida medical license ME44742 and terminate any related pending proceedings with the Florida Department of Health. Defendant further agrees to forfeit and surrender her DEA registration number AK2006648; to terminate any related pending administrative proceedings with DEA; and agrees to not reapply for a DEA number for a period of twenty (20) years.

Defendant further agrees to terminate her appeal with the Centers for Medicare and Medicaid Services (CMS) and to forfeit any and all rights to any funds or claims presently presented to, or in the possession of, CMS.

Defendant further agrees that pursuant to 42 U.S.C. § 1320a-7(a) and (b)(7), defendant shall be permanently excluded from participation in any Federal health care program, as defined in 42 U.S.C. § 1320a-7b(f). The exclusion applies regardless of who submits the claim or other request for payment.

Violation of the conditions of the exclusion may result in criminal prosecution and the imposition of civil monetary penalties and assessments. Defendant waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(a) and

Defendant's Initials 



42 U.S.C. §1320a-7(b)(7), and agrees not to contest such exclusion either administratively or in any state or federal court.

**B. Standard Terms and Conditions**

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure

Defendant's Initials *Jef*

that this obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of \$100, payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant

Defendant's Initials 

factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United

Defendant's Initials je

States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any

Defendant's Initials 

recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

Defendant's Initials JLS

8. Middle District of Florida Agreement

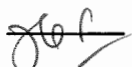
It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation

Defendant's Initials 

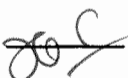
and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty.

The defendant certifies that defendant does hereby admit that the facts set

Defendant's Initials



forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

FACTS

Defendant Jayam Krishna Iyer was a Florida-licensed medical doctor who owned Creative Medical Center and Jayam K. Iyer, M.D., P.A., located at 1012 Druid Road East in Clearwater, Florida. Iyer had a DEA registration number that allowed her to write prescriptions for, and to otherwise dispense, controlled substances, in compliance with DEA Registration requirements.

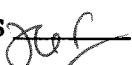
Defendant was an approved Medicare provider from January 1, 1982 until her Medicare revocation on December 2, 2017. As part of her medical practice, Iyer billed Medicare and Medicaid for office visits, tests, and services, and she prescribed controlled substances to patients as the rendering provider using her National Provider Identification (NPI) number.

Medicare was a health benefit program as defined by 18 U.S.C. § 24(b). As an approved Medicare provider, defendant agreed in writing to provide truthful information and not make or use any materially false, fictitious, or fraudulent statements or representations in connection with the delivery of or payment for health care benefits, items or services, and to comply with all Medicare and state laws and regulations.



Current Procedural Terminology (CPT) code 99213 was used to document office or other outpatient visits for the evaluation and management of established patients. In 1995, CPT code 99213 was refined to require a physician or other qualified healthcare provider to perform an expanded problem-focused history and examination during an in-person visit with the actual patient, and generally involved medical decision-making “of low complexity.” These requirements had to be satisfied in order to properly and legally bill CPT code 99213.

Beginning at least as early as July 2011 and continuing through December 2017, defendant executed and carried out a scheme to defraud Medicare by billing or causing to be billed services that were not rendered. Specifically, defendant submitted or caused to be submitted to Medicare false and fraudulent CPT code 99213 claims for a face-to-face office visits with Medicare beneficiaries. In fact, certain patients, known to the defendant and the government, did not go to defendant’s office for office visits and were not examined by defendant on the claimed dates. Rather, related family members of the Medicare beneficiaries went to defendant’s office with notes requesting that defendant issue and provide prescriptions to the family members for and in the beneficiaries’ names, and defendant issued the prescriptions, including prescriptions for Schedule II controlled substances, and gave them to the

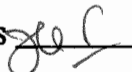
Defendant’s Initials 

family members. In so doing, defendant also violated a Florida law which required defendant to perform an in-person office visit and examination of each patient before, and on the same date as, issuing the Schedule II controlled substance prescriptions.

On March 17, 2017, defendant billed Medicare under CPT code 99213 for a purported office visit on March 14, 2017 with Medicare beneficiary W.K. In fact, W.K. did not go to defendant's office, nor was W.K. examined by defendant on March 14, 2017. Instead, W.K.'s spouse went to defendant's office, and defendant issued prescriptions for the Schedule II controlled substances oxycodone and morphine, and other medications, in the name of W.K. and provided them to W.K.'s spouse.

Moreover, defendant falsified her electronic medical records to make it appear that W.K. was present in her office for an office visit and examination on March 14, 2017. Defendant recorded or caused to be recorded vital statistics for W.K., like a purported blood pressure reading, pulse, weight, and body temperature, when W.K. was not present.

Defendant filed false claims for other purported office visits by W.K. on June 5 and November 27, 2017. On both dates, W.K. did not go to defendant's office, defendant did not conduct an in-person examination of

Defendant's Initials 

W.K., and defendant improperly prescribed Schedule II controlled substances for W.K. and gave said prescriptions to W.K.'s spouse.

These false representations were material to Medicare as Medicare does not pay claims submitted for CPT code 99213 if the Medicare beneficiary did not have an in-person office visit(s) with the physician. Further, any Schedule II controlled substance prescriptions written for a Medicare beneficiary and billed under Medicare Part D in connection with a falsely-billed office visit are also invalid and fraudulent claims.

Defendant submitted or caused to be submitted false and fraudulent Medicare claims for Medicare beneficiaries W.K., J.L., K.B., R.V., J.B., B.R., and A.Q., known to the defendant and the government, totaling at least \$51,521.

12. Entire Agreement

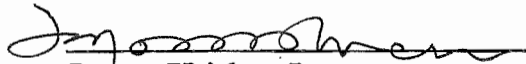
This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

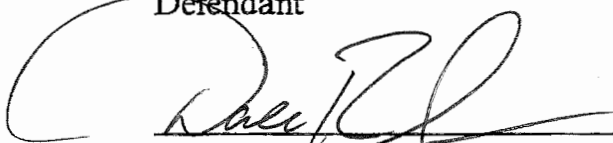
Defendant's Initials           JLC

13. Certification

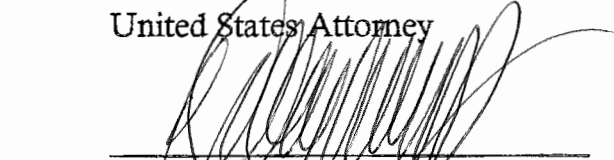
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

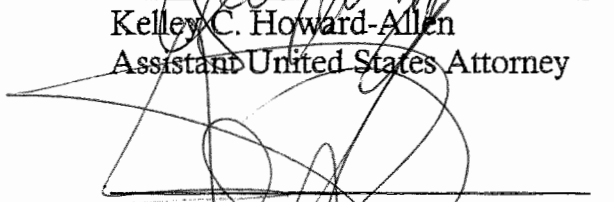
DATED this 24<sup>th</sup> day of August, 2018.

  
Jayam Krishna Iyer  
Defendant

  
Dale Sisco  
Attorney for Defendant

MARIA CHAPA LOPEZ  
United States Attorney

  
Kelley C. Howard-Allen  
Assistant United States Attorney

  
Jay G. Trezevant  
Assistant United States Attorney  
Chief, Economic Crimes Section