UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

GULAM MUKHDOMI and
ABIDA MUKHDOMI,
aka "Abida Makhdumi,"

Defendants.

CASE NO. 2:23-CR-133

JUDGE Marbley

INDICTMENT

18 U.S.C. § 1035
18 U.S.C. § 1347
18 U.S.C. § 1349
21 U.S.C. § 841(a)(1)
21 U.S.C. § 841(b)(1)(C)
21 U.S.C. § 846

THE GRAND JURY CHARGES:

Introduction

At all times relevant to this Indictment, and unless otherwise alleged:

1. Defendant **GULAM MUKHDOMI** was a physician who obtained his medical license from the State Medical Board of Ohio in 2003. Defendant **ABIDA MUKHDOMI, aka "Abida Makhdumi,"** was a physician who also obtained her medical license from the State Medical Board of Ohio in 2003.

2. Defendants owned and operated Chronic Pain Resources, LLC (hereinafter referred to as "CPR"), which had locations at 855 South Wall Street, Columbus, Ohio, and 4215 Gantz Road, Grove City, Ohio, both within the Southern District of Ohio.

3. Defendants also owned and operated CPR's laboratory at 4207 Gantz Road, Grove City, Ohio, also within the Southern District of Ohio.

4. Defendants received DEA registration numbers that allowed them to prescribe controlled substances, including Schedules II through V, for a legitimate medical purpose while acting in the usual course of professional practice.

The Controlled Substance Act and Code of Federal Regulations

5. The Controlled Substances Act (CSA) governs the manufacture, distribution, and dispensation of controlled substances in the United States. The term "controlled substance" means a drug or other substance, or immediate precursor, included in Schedule I, II, III, IV, and V, as designated by 21 U.S.C. § 802(6) and the Code of Federal Regulations. With limited exceptions for medical professionals, the CSA makes it "unlawful for any person knowingly or intentionally" to "distribute or dispense a controlled substance" or conspire to do so.

6. The CSA's scheduling of controlled substances was based on their potential for abuse, among other considerations. There are five schedules of controlled substances: Schedules I, II, III, IV and V. The term "Schedule I" means the drug or other substance has no currently accepted medical use and has a high potential for abuse. The term "Schedule II" means the drug or other substance has a high potential for abuse. The drug has a currently accepted medical use with severe restrictions, and the abuse of the drug or other substance may lead to severe psychological or physical dependence. The term "Schedule III" means the drug or other substance has a potential for abuse and could lead to moderate or low physical and psychological dependence. The term "Schedule IV" means the drug or other substance has a low potential for abuse and low risk of dependence. The term "Schedule V" means the drug or other substance has a low potential for abuse.

7. The term "dispense" means to deliver a controlled substance to an ultimate user or research subject by, or pursuant to the lawful order of, a practitioner; it includes the prescribing

of controlled substances. The term "distribute" means to deliver (other than by administer or dispensing) a controlled substance.

8. Medical professionals, including doctors and pharmacists, who wanted to distribute or dispense controlled substances in the course of professional practice were required to register with the Attorney General of the United States (Attorney General) before they were legally authorized to do so. Such medical professionals would be assigned a registration number by the DEA.

9. Medical professionals registered with the Attorney General were authorized under the CSA to write prescriptions for or to otherwise dispense Schedule II, III, IV, and V controlled substances, as long as they complied with the requirements of their registration. 21 U.S.C. § 822(b). The CSA prohibited any person from knowingly and intentionally using a DEA registration number issued to another person in the course of distributing or dispensing a controlled substance.

10. For doctors, compliance with the terms of their registration meant that they could not issue a prescription unless it was "issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his professional practice." 21 C.F.R. § 1306.04(a). A doctor violated the CSA and Code of Federal Regulations if he or she issued an order for a controlled substance outside the usual course of professional medical practice and not for a legitimate medical purpose. Such an order is "not a prescription within the meaning and intent of the CSA," and such knowing and intentional violations subjected the doctor to criminal liability under Section 841 of Title 21, United States Code. 21 C.F.R. § 1306.04(a).

11. As provided in 21 C.F.R. § 1306.05(a), "[a]ll prescriptions for controlled substances shall be dated as of, and signed on, the day when issued and shall bear the full name

and address of the patient, the drug name, strength, dosage form, quantity prescribed, directions for use, and the name, address and registration number of the practitioner."

12. Pursuant to the CSA and its implementing regulations, oxycodone was classified as a Schedule II narcotic controlled substance based on its high potential for abuse and potential for severe psychological and physical dependence. Oxycodone was sold under a variety of brand names, including OxyContin and Percocet, as well as generic forms. Oxycodone was one of the strongest prescription painkilling substances approved for use in the United States, and it was highly addictive. When abused, oxycodone could be taken orally (in pill form), chewed, or crushed and snorted. Oxycodone caused euphoria and a high that persons with a dependency would seek, despite not have a medical need for the drug.

13. Oxycodone, including Percocet, were typically sold on the street in Ohio for up to $1 per milligram. Percocet was manufactured in strengths containing 5 mg, 7.5 mg, or 10 mg of oxycodone per Percocet tablet.

Victim Health Care Benefit Programs

14. The information provided in this section describes the victim health care benefit programs and serves as the Fed. R. Crim P. 12.4 Disclosure Statement.

Medicare Program

15. The Medicare Program was enacted by Congress on July 30, 1965, under Title XVIII of the Social Security Act. The Medicare Program was designed to provide medical insurance protection for covered services to any person age 65 or older, and to certain disabled persons.

16. Medicare is a health care benefit program as defined in 18 U.S.C. § 24(b) and within the meaning of 18 U.S.C. §§ 1347 and 1035.

17. The United States Department of Health and Human Services ("HHS") was, and is an agency of the United States. The Centers for Medicare and Medicaid Services ("CMS") was the agency of HHS delegated with administering Medicare.

18. Individuals who qualified for Medicare benefits were commonly referred to as "beneficiaries." Each beneficiary was given a unique Medicare identification number.

19. Medicare covered different types of benefits and was separated into different program "parts." Among other things, Medicare Part B covered outpatient physician services such as office visits and laboratory services, including urine drug screens.

20. As part of the Medicare enrollment process, health care providers, including clinics and physicians (collectively, "providers"), submitted enrollment applications to Medicare. To participate in Medicare, including Medicare Part B, providers were required to certify that they would comply with all Medicare-related laws, rules, and regulations. If Medicare approved a provider's application, Medicare assigned the provider a Medicare provider number. A provider with a Medicare provider number could submit claims to Medicare to obtain reimbursement for medically necessary items and services rendered to beneficiaries. Medicare providers were given access to Medicare manuals and service bulletins describing procedures, rules, and regulations.

21. When seeking reimbursement from Medicare, providers certified that: (1) the contents of the claim forms were true, correct, and complete; (2) the claim forms were prepared in compliance with the laws and regulations governing Medicare; and (3) the services purportedly provided, as set forth in the claim forms, were medically necessary.

22. Medicare reimbursed claims submitted by providers if the services and items provided were medically necessary for the diagnoses and treatment of beneficiaries. Conversely,

Medicare did not cover and would not reimburse claims for services and items that were not medically necessary or in compliance with federal and state laws, rules, and regulations.

23. Medicare, by and through its fiscal intermediaries, ultimately reimbursed claims submitted by providers, including CPR, for laboratory services in the Southern District of Ohio.

Medicaid Program

24. Medicaid, established by Congress in 1965, provided medical insurance coverage for individuals whose incomes were too low to meet the costs of necessary medical services. Approximately 60% of the funding for Ohio's Medicaid program came from the federal government.

25. The Ohio Department of Medicaid (ODM), located in Columbus, Ohio, managed the Medicaid program, which was managed previously by the Ohio Department of Job and Family Services (ODJFS). ODM received, reviewed, and obtained formal authority to make payment of Medicaid claims submitted to it by providers of health care.

26. ODM contracted with Medicaid Managed Care Organizations (MCOs) through contracts known as Contractor Risk Agreements (CRAs), which conformed to the requirements of 42 U.S.C. §§ 1395mm and § 1396b(m), along with any related federal rules and regulations. MCOs were health insurance companies that provided coordinated health care to Medicaid beneficiaries. The MCOs contracted directly with healthcare providers, including hospitals, doctors, and other health care providers to coordinate care and provide the health care services for Medicaid beneficiaries. Providers who contracted with an MCO, were known as Participating Providers. Pursuant to the CRAs, ODM distributed the combined state and federal Medicaid funding to the MCOs, which then paid Participating Providers for treatment of Medicaid beneficiaries.

27. CareSource and Aetna were Medicaid MCOs that paid claims for medical services and items submitted by CPR and Defendants.

28. Medicaid and Medicaid MCOs are "health care benefit programs" as defined in 18 U.S.C. § 24(b).

29. Providers meeting certain criteria could enroll in and obtain Ohio Medicaid provider numbers. Upon Medicaid enrollment, providers were permitted to provide medical services and items to members, and subsequently submit claims, either electronically or in hardcopy, to Ohio Medicaid, through fiscal intermediaries, seeking reimbursement for the cost of services and items provided.

30. When seeking reimbursement from Ohio Medicaid, providers certified that: (1) the contents of the claim forms were true, correct, and complete; (2) the claim forms were prepared in compliance with the laws and regulations governing Medicaid; and (3) the services purportedly provided, as set forth in the claim forms, were medically necessary.

31. Ohio Medicaid reimbursed claims submitted by providers if the services and items provided were medically necessary for the diagnoses and treatment of members. Conversely, Medicaid did not cover and would not reimburse claims for services and items that were not medically necessary.

32. Ohio Medicaid, through ODM and through its fiscal intermediaries, ultimately reimbursed claims submitted by service providers, including CPR, for laboratory services in the Southern District of Ohio.

Ohio Bureau of Workers' Compensation

33. The Ohio Bureau of Workers Compensation (BWC) is a public "no fault" insurance system that compensates employees for work related injuries or illnesses. BWC

provides insurance to approximately two-thirds of Ohio's work force. Employees not covered directly by BWC receive coverage through their employers. These companies are part of a self-insurance program for large and financially stable employers who meet strict qualifications set by BWC.

34. BWC manages all medical and lost-time claims, initiates coverage, and determines premium rates and manual classifications. BWC also collects premiums from employers, determines the initial allowance or denial on claim applications, disburses money to pay compensation, and manages the state insurance fund.

35. BWC utilizes MCOs to assist with the administration of benefits and services to BWC beneficiaries.

36. BWC is a "health care benefit program" as defined in 18 U.S.C. § 24(b).

37. Providers who are certified with BWC receive a Provider Identification Number (PIN) which allows BWC to identify the provider who rendered the billed services. In addition, each qualified BWC patient receives a member Identification Number to identify the patient as an authorized recipient of health benefits.

38. BWC further requires certified providers to properly document patient office visits in accordance with BWC policies, rules, and regulations.

39. Providers will be reimbursed by BWC for rendered medical services provided they are certified by BWC, the services provided were properly documented, and the services provided were in accordance with BWC rules and regulations, were medically necessary, properly coded, and in compliance with federal and state laws, rules, and regulations.

40. Health care providers enter into provider agreements with BWC in order to submit claims for reimbursement. BWC requires that the provider be licensed with the appropriate State Board governing the laws of their specialty.

41. Participating providers agree to provide services, and to submit the claims and accept payments as specified in fee schedules, pricing formulas, and terms of the provider agreement/contract from BWC. The provider signs a provider agreement which requires them to retain complete records and fully disclose the services provided to members of BWC. The provider of services, in order to receive reimbursement, submits a Health Insurance Claim form in a paper or an electronic format to be approved by BWC. Based upon information submitted by the provider representing services rendered, BWC pays the provider either by mail or electronic transfer. Health care claim forms, both paper and electronic, contain certain patient information and CPT codes.

42. BWC, including through its fiscal intermediaries, ultimately reimbursed claims submitted by service providers, including CPR, for laboratory services in the Southern District of Ohio.

Urine Drug Screens

43. At all time periods relevant to the Indictment, urine drug screens ("UDS") were reimbursable laboratory services under Medicare, Ohio Medicaid, and BWC. In order to be reimbursed, the urine drug screen must be reasonable and necessary to help the physician monitor for medication adherence, diversion, efficacy, side effects, and patient safety in general.

44. Urine drug screens were divided into two categories: qualitative (also known as presumptive or preliminary) testing and quantitative (also known as definitive) testing. Qualitative testing identified which substances, if any, were present in the provided specimen.

Quantitative testing identified how much of a particular substance was present in the provided specimen.

45. If the results of both qualitative and quantitative urine drug screens were returned at the same time, the qualitative urine drug screens were useless and medically unnecessary.

COUNT ONE
(Conspiracy to Unlawfully Distribute and Dispense Controlled Substances)

46. Paragraphs 1 through 13 of the Indictment are re-alleged and incorporated by reference as though fully set forth herein.

47. From on or about November 27, 2015, through on or about July 14, 2021, in the Southern District of Ohio, the defendants, **GULAM MUKHDOMI** and **ABIDA MUKHDOMI, aka "Abida Makhdumi,"** registrants authorized to distribute controlled substances, conspired with each other and with others, both known and unknown to the Grand Jury, to knowingly, intentionally, and unlawfully distribute and dispense controlled substances, including but not limited to oxycodone, methadone, and oxymorphone, Schedule II controlled substances, outside the scope of professional practice and not for a legitimate medical purpose.

Nature and Purpose of the Conspiracy

48. The purpose of the conspiracy was to maximize profits and cause the illegal dispensing of controlled substances, such as oxycodone, methadone, oxymorphone, and other Schedule II opioids, by distributing and dispensing such medications outside the bounds of accepted medical practice.

Ways, Manners, and Means of the Conspiracy

49. It was part of the conspiracy that Defendants would not establish legitimate diagnosis of their patients and/or create treatment goals for the care of their patients.

50. It was further part of the conspiracy that Defendants failed to appropriately document medical visits with patients when they occurred.

51. It was further part of the conspiracy that Defendants would ignore red flags that their patients were diverting or abusing their prescribed medications.

52. It was further part of the conspiracy that Defendants would authorize early refills of prescription medications.

53. It was further part of the conspiracy that Defendants would conduct urine drug screens but frequently ignore the results.

In violation of 21 U.S.C. §§ 846, 841(a)(1), and 841(b)(1)(C).

COUNTS TWO THROUGH FIFTEEN
(Unlawful Distribution and Dispensing of Controlled Substances)

54. On or about the dates set forth below, in the Southern District of Ohio, the defendants, **GULAM MUKHDOMI** and **ABIDA MUKHDOMI, aka "Abida Makhdumi,"** registrants authorized to distribute controlled substances, knowingly and intentionally dispensed and distributed a quantity of Schedule II controlled substances, as identified in the chart below, outside the scope of professional practice and not for a legitimate medical purpose:

Count	Defendant	Patient Initials	Approx. Date Prescription Issued	Schedule II Controlled Substance	Quantity
2	GULAM	JJ	11/29/2019	Oxycodone HCL 10mg	60
3	ABIDA	JJ	12/27/2019	Oxycodone HCL 10mg	120

4	GULAM	JJ	1/24/2020	Oxycodone HCL 10mg	120
5	ABIDA	JJ	10/9/2020	Oxycodone HCL 10mg	120
6	ABIDA	TA	6/26/2018	Oxycodone HCL 10mg & Methadone HCL 10mg	95 & 90
7	GULAM	TA	10/17/2018	Oxycodone HCL 10mg & Methadone HCL 10 mg	95 & 95
8	ABIDA	RP	7/31/2019	Oxycodone-Acetaminophen 7.5/325mg	95
9	ABIDA	RP	6/2/2020	Oxycodone-Acetaminophen 7.5/325mg	105
10	ABIDA	JG	8/20/2020	Oxycodone HCL 10mg	120
11	ABIDA	JG	12/21/2020	Oxycodone HCL 15mg	120
12	ABIDA	KH	11/20/2020	Oxycodone-Acetaminophen 7.5/325mg	28
13	ABIDA	KH	12/2/2020	Oxycodone-Acetaminophen 7.5/325mg	60
14	ABIDA	KH	7/14/2021	Oxycodone-Acetaminophen 7.5/325mg	120
15	ABIDA	TE	4/25/2018	Oxycodone HCL 15mg	120

All in violation of 21 U.S.C. §§ 841(a)(1) and 841(b)(1)(C).

COUNT SIXTEEN
(Unlawful Distribution and Dispensing of Oxycodone Resulting in Death)

55. On or about September 12, 2018, in the Southern District of Ohio, the defendant, **ABIDA MUKHDOMI, aka "Abida Makhdumi,"** a registrant authorized to distribute controlled substances, knowingly and intentionally dispensed and distributed a quantity of

oxycodone, a Schedule II controlled substance, outside the scope of professional practice and not for a legitimate medical purpose, to patient TE.

56. TE's death resulted from the use of the oxycodone so dispensed and distributed by the defendant, **ABIDA MUKHDOMI, aka "Abida Makhdumi."**

In violation of 21 U.S.C. §§ 841(a)(1) and 841(b)(1)(C).

COUNT SEVENTEEN
(Conspiracy to Commit Heath Care Fraud)

57. Paragraphs 1 through 4 and 14 through 45 of the Indictment are realleged and incorporated by reference as though fully set forth herein.

58. From on or about October 1, 2020, through on or about October 11, 2021, in the Southern District of Ohio, the defendants, **GULAM MUKHDOMI** and **ABIDA MUKHDOMI, aka "Abida Makhdumi,"** did knowingly and willfully combine, conspire, confederate, and agree with each other and with others, both known and unknown to the Grand Jury, to violate 18 U.S.C. § 1347, that is, to execute a scheme to defraud a healthcare benefit program as defined in 18 U.S.C. § 24(b), that is Medicare, Ohio Medicaid, and Ohio Bureau of Workers' Compensation, in connection with the delivery or payment for health care benefits, items, or services.

Purpose of the Conspiracy

59. It was the purpose of the conspiracy for Defendants to perpetuate a health care fraud scheme to unlawfully enrich themselves by billing or causing bills to be submitted for medically unnecessary medical laboratory tests, including urine drug screens.

Manner and Means of the Conspiracy

60. It was part of the conspiracy that Defendants would order, or direct staff to order, both qualitative urine drug screens and quantitative urine drug screens for patients

simultaneously. Because both test results were returned at the same time, the qualitative urine drug screen tests were useless and medically unnecessary.

61. As a result of the health care fraud scheme, Defendants submitted or caused to be submitted over 2,500 claims totaling over $150,000 to Medicare, Ohio Medicaid, and Ohio Bureau of Workers' Compensation, for medically unnecessary laboratory tests.

In violation of 18 U.S.C. § 1349.

COUNT EIGHTEEN
(Heath Care Fraud)

62. From on or about October 1, 2020, through on or about October 11, 2021, in the Southern District of Ohio, the defendants, **GULAM MUKHDOMI** and **ABIDA MUKHDOMI, aka "Abida Makhdumi,"** aided and abetted by each other and others, did knowingly and willfully execute a scheme or artifice to defraud health care benefit programs, or obtain by means of false and fraudulent pretenses, presentations, or promises, any of the money owned by, or under the control of a health care benefit program, that is Medicare, Ohio Medicaid, and Ohio Bureau of Workers' Compensation, in connection with the delivery or payment for health care benefits, items, or services, by billing or causing bills to be submitted for qualitative urine drug screen tests that were useless and medically unnecessary.

In violation of 18 U.S.C. §§ 1347 and 2.

COUNTS NINETEEN THROUGH TWENTY-FIVE
(Heath Care False Statements)

63. On or about the dates listed below, in the Southern District of Ohio, the defendants, **GULAM MUKHDOMI** and **ABIDA MUKHDOMI, aka "Abida Makhdumi,"** knowingly, willfully, and in connection with the payment for health care benefits, services, or items involving a health care benefit program, falsified, concealed, or covered up by trick or

scheme, a material fact, that is, submitted or caused to be submitted bills to the health care benefit programs for items that were provided in violation of federal or state laws, regulations or rules as follows:

Count	Def.	Benef.	Qualitative UDS and Quantitative UDS (Dates of Service)	Approx. Claim Date	Claim Amt. ($)	Amt. Paid ($)	Approx. Date Paid	HCBP
19	GULAM	JJ	11/6/2020	11/9/2020	90	62.14	11/12/2020	Medicare
20	ABIDA	TA	11/24/2020	12/2/2020	90	62.14	12/5/2020	Medicare
21	ABIDA	RP	12/15/2020	1/5/2021	90	56.56	1/22/2021	Medicaid
22	GULAM	RP	2/12/2021	3/9/2021	90	56.56	3/25/2021	Medicaid
23	ABIDA	JG	11/11/2020	12/1/2020	90	56.56	12/17/2020	Medicaid
24	ABIDA	JG	12/10/2020	1/5/2021	90	56.56	1/14/2021	Medicaid
25	ABIDA	JG	4/20/2021	4/21/2021	90	56.45	5/5/2021	Medicaid

All in violation of 18 U.S.C. §§ 1035 and 2.

A TRUE BILL.

s/Foreperson S/

FOREPERSON

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