

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the United States of America, acting through the United States Department of Justice and on behalf of the West Virginia Attorney General’s Office (“WVAGO”), Bureau for Medical Services (“BMS”), on behalf of the West Virginia Medicaid Program, and the West Virginia Medicaid Fraud Control Unit (collectively, “State of West Virginia”); the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS); and the United States Drug Enforcement Administration (DEA) (collectively, “the United States”), and Muhammad Salman (Salman) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

- A. At all relevant times, Salman was a medical doctor, duly licensed to practice medicine in the State of West Virginia.
- B. At all relevant times, Salman was a practitioner at United Hospital Center, located at 527 Medical Park Drive, Suite 105, Bridgeport, WV 26330. At all relevant times, Salman utilized National Provider Identifier number 1649326075. At all relevant times, Salman was registered to dispense Schedule II controlled substances under DEA Registration No. BS6175372, issued by the DEA authorizing him to dispense controlled substances in accordance with the Controlled Substances Act (“CSA”), 21 U.S.C. § 801, *et seq.*, and its implementing regulations, 21 C.F.R. Part 1300, *et seq.*
- C. At all relevant times, Salman was the owner of Bridgeport Pharmacy, also located at 527 Medical Park Drive, Suite 105, Bridgeport, WV 26330. At all relevant times, Salman utilized National Provider Identifier number 1265847503. At all relevant times, Bridgeport Pharmacy was registered to dispense Schedule II controlled substances under DEA Registration

No. FB4306088, issued by the DEA authorizing it to dispense controlled substances in accordance with the CSA and its implementing regulations.

D. Included in Salman's and Bridgeport Pharmacy's patient base were individuals eligible to receive reimbursement and/or health benefits under the Medicare Program, which is a federal health care benefit program. Also included in Salman's and Bridgeport Pharmacy's patient base were individuals eligible to receive reimbursement and/or health benefits under the West Virginia Medicaid Program and Medicaid Managed Care Organizations (collectively referred to herein as "Medicaid").

E. The United States contends that Salman submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare"). The United States and the State of West Virginia contend that Salman submitted or caused to be submitted claims for payment to the Medicaid Program, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5.

F. The United States and State of West Virginia contend that they have certain civil claims arising from Salman's submission of claims to Medicare and Medicaid from August 5, 2018, to August 15, 2021, while he was traveling and not in close proximity to his office in West Virginia, causing false claims to be submitted to Medicare and Medicaid in violation of the False Claims Act, 31 U.S.C. §§ 3729-3733. That conduct is referred to below as the "Medicare and Medicaid Covered Conduct."

G. The United States further contends that Salman and Bridgeport Pharmacy violated the CSA.

H. Pursuant to 21 U.S.C. § 842(a)(1), it is unlawful for any person who is subject to the requirements of Part C of the CSA to distribute or dispense a controlled substance in

violation of 21 U.S.C. § 829, which provides that a Schedule II controlled substance may be dispensed only upon a written or oral prescription in conformity with 21 U.S.C. § 353(b). 21 U.S.C. § 353(b) requires written prescriptions by practitioners licensed by law to administer the prescribed drugs or oral prescriptions that are reduced promptly to writing.

I. Under the CSA's implementing regulations, 21 C.F.R. § 1306.03 provides that a prescription for a controlled substance may be issued only by the individual practitioner who is authorized to prescribe the controlled substance. Under 21 C.F.R. § 1306.04(a), a prescription for a controlled substance to be effective must be issued for a legitimate medical purpose by an individual practitioner acting in the usual course of his professional practice. Under 21 C.F.R. § 1306.05(a), "[a]ll prescriptions for controlled substances must 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."

J. The United States contends that it has certain civil claims, pursuant to 21 U.S.C. § 842, against Salman for engaging in the following alleged conduct from August 5, 2018, to August 15, 2021: Salman used pre-signed, invalid prescriptions that were issued outside the usual course of his professional practice to his patients in West Virginia while he was traveling and not in close proximity to his office in West Virginia. That conduct is referred to below as the "DEA Covered Conduct."

K. This Settlement Agreement is neither an admission of liability by Salman nor a concession by the United States and the State of West Virginia that their claims are not well founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Salman shall pay to the United States **\$122,132.90** (the “Medicare and Medicaid Settlement Amount”), of which \$61,066.45 is restitution, by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Northern District of West Virginia. Salman shall make payment within fourteen days after the Effective Date of this Agreement.

2. Salman shall pay to the United States **\$202,867.10** (the “DEA Settlement Amount”), representing civil penalties pursuant to 21 U.S.C. §§ 842(a)(1) and 829(b). Within fourteen days after the Effective Date of this Agreement, Salman shall make payment by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Northern District of West Virginia.

3. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and conditioned upon the United States’ receipt of the Medicare and Medicaid Settlement Amount, the United States and the State of West Virginia release Salman from any civil or administrative monetary claim the United States or the State of West Virginia has for the Medicare and Medicaid Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Administrative False Claims Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and conditioned upon the United States’ receipt of the DEA Settlement Amount, the United States

releases Salman from any civil or administrative monetary claim the United States has for the DEA Covered Conduct under 21 U.S.C. §§ 842(a)(1) and 829(b).

5. Notwithstanding the releases given in Paragraphs 3 and 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

6. Salman waives and shall not assert any defenses he may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

7. Salman fully and finally releases the United States, the State of West Virginia, their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Salman has asserted, could have asserted, or may assert in the future against the United States, the State of West

Virginia, and their agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States' and the State of West Virginia's investigation and prosecution thereof.

8. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Salman agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

9. Salman agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Salman, and his present or former officers, directors, employees, shareholders, and agents in connection with:

1. the matters covered by this Agreement;
2. the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
3. Salman's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
4. the negotiation and performance of this Agreement; and

5. the payment Salman makes to the United States pursuant to this Agreement,

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Salman, and Salman shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Salman or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Salman further agrees that within 90 days of the Effective Date of this Agreement he shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Salman or any of his subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Salman agrees that the United States, at a minimum, shall be entitled to recoup from Salman any overpayment plus applicable interest and penalties as a result of the inclusion of such

Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Salman or any of his subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Salman or any of his subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Salman's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

10. Salman agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Salman shall encourage, and agrees not to impair, the cooperation of his directors, officers, and employees, and shall use his best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Salman further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in his possession, custody, or control concerning any investigation of the Covered Conduct that he has undertaken, or that has been performed by another on his behalf.

11. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 12 (waiver for beneficiaries paragraph), below.

12. Salman agrees that he waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

13. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

14. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

15. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Northern District of West Virginia. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

16. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

17. The undersigned counsel and individuals represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

18. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

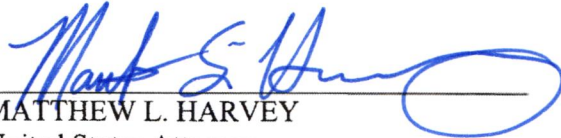
19. This Agreement is binding on Salman's successors, transferees, heirs, and assigns.

20. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

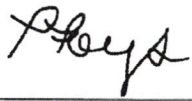
21. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

**[SIGNATURE BLOCKS ON FOLLOWING PAGES]**

**THE UNITED STATES OF AMERICA**

By:   
MATTHEW L. HARVEY  
United States Attorney  
U.S. Attorney's Office  
Northern District of West Virginia

Date: 6/08/26

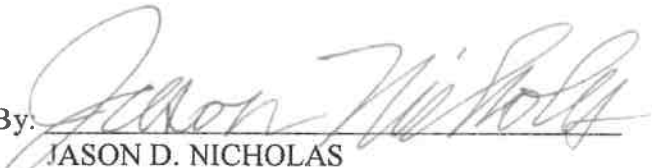
By:   
SUSAN E. GILLIN  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

Date: 12/1/2025

By: **CLAUDE REDD** Digitally signed by CLAUDE REDD  
Date: 2025.12.04 13:52:31 -05'00'  
C. MARTIN REDD  
Diversion Program Manager  
Detroit and Louisville Field Divisions  
Drug Enforcement Administration

Date: 12/04/2025

**THE STATE OF WEST VIRGINIA**

By:   
JASON D. NICHOLAS  
Senior Assistant Attorney General  
West Virginia Attorney General  
Medicaid Fraud Control Unit

Date: 12-29-25

By:   
CYNTHIA BEANE  
Commissioner  
West Virginia Department of Human Services  
Bureau for Medical Services

Date: 12/30/2025

MUHAMMAD SALMAN

  
\_\_\_\_\_  
MUHAMMAD SALMAN

Date: 5-11-2026

  
\_\_\_\_\_  
MARY DYER  
Attorney for Muhammad Salman

Date: 5/11/2026

**IN THE MATTER OF:**

**Muhammad Salman, MD  
527 Medical Park Drive  
Suite 105  
Bridgeport, WV 26330  
DEA Registration Number  
BS6175372**

)  
) **UNITED STATES DEPARTMENT OF JUSTICE**  
) **DRUG ENFORCEMENT ADMINISTRATION**  
) **LOUISVILLE DIVISION**  
)  
)  
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**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) is entered into between the Drug Enforcement Administration (DEA) and Muhammad Salman, MD, ("Respondent"), 527 Medical Park Drive, Suite 105, Bridgeport, WV 26330, DEA Registration # BS6175372. Respondent is currently registered with the State of West Virginia under Medical Doctor License #19711.

**FINDINGS OF FACT**

1. Muhammad Salman, MD (hereinafter referred to as "Respondent"), owns and operates Bridgeport Behavioral Clinic, a medical group practice located at 527 Medical Park Drive, Suite 105, Bridgeport, WV 26330. Bridgeport Behavioral Clinic specializes in psychiatry and family medicine. Dr. Salman also owns Bridgeport Pharmacy, DEA registration # BS6175372, 537 Medical Park Drive, Suite 105, Bridgeport, WV 26330, which is adjacent to the Bridgeport Behavioral Clinic. Dr. Salman is affiliated with United Hospital Center, DEA registration #AU4439849, 327 Medical Park Drive, Bridgeport, WV 26330, a hospital under the West Virginia University Health System. Dr. Salman serves as the Chief of Psychiatry at United Hospital Center.
2. Dr. Salman pre-signed prescriptions for controlled substances to be distributed by other medical practitioners and staff for patients ahead of patient visits. Based on a review of provided medical file documentation, Dr. Salman himself rarely treated these patients at least once every six months. The pre-signed prescriptions were distributed while Dr. Salman was out of the practice, out of the building, out of the state of West Virginia, and out of the country for short and long periods of time. A significant amount of prescriptions were dispensed from his adjacent pharmacy, Bridgeport Pharmacy.
3. Dr. Salman practiced once or twice a month in Weston, WV. Bridgeport Pharmacy Inc. pharmacy technicians routinely pre-filled controlled substances for patients the night before Dr. Salman treated these same patients in Weston based on medications from previous examinations. Bridgeport Pharmacy Inc. pharmacy technicians or other Bridgeport Behavioral Clinic staff would take these pre-filled prescriptions to their home before traveling to Weston the next day. Prescriptions that not distributed to patients were returned to Bridgeport Pharmacy Inc. and returned to inventory.

## **STIPULATIONS AND AGREEMENT**

Respondent agrees the above Findings of Fact are true and accurate. Respondent understands and agrees that the Findings of Fact constitute sufficient grounds to deny, restrict or revoke his DEA registration. In lieu of initiating Order to Show Cause (OTSC) proceedings to deny, restrict or revoke his DEA registration, Respondent and the DEA agree to the following:

1. Respondent and DEA are entering into this MOA to give Respondent the opportunity to demonstrate and achieve compliance with all lawful requirements of Respondent's DEA registration.
2. Respondent shall abide by all federal, state and local laws and regulations relating to controlled substances.
3. Respondent shall administer, dispense, or prescribe controlled substances only for legitimate medical purposes and within the scope of professional practice, as required by Title 21 United States Code (U.S.C.) § 827(c)(1)(A) and Title 21 Code of Federal Regulations (C.F.R.) § 1306.04(a).
4. Respondent shall not provide any staff or other persons with a pre-signed prescription, pre-signed prescription pad, and will comply with all parts of 21 C.F.R. § 1306.05.
5. Respondent must forward all copies of controlled substances invoices ordered under Respondent's DEA registration (if applicable) and to submit a log of all controlled substance prescriptions issued, to the DEA Clarksburg Resident Office (CRO) every three (3) months for the term of the MOA. The copies of controlled substance order invoices and prescription log must be received by the DEA Clarksburg office no later than 15 days after the end of the third month.
6. Respondent shall only manufacture, distribute, dispense or store controlled substances at each DEA registered principal place of business or professional practice as required by Title 21 USC § 822(e) and Title 21 C.F.R. § 1301.12.
7. Respondent shall not administer, dispense, or prescribe controlled substances to himself, family members, fellow employees, or any of their immediate family members.
8. Respondent shall not order controlled substances for himself, family members, fellow employees, or any of their immediate family members.
9. Respondent shall not consume any controlled substances that are not administered, dispensed, or prescribed to him by another licensed physician acting in the usual course of professional practice to treat a legitimate medical condition.
10. Respondent shall immediately report to the DEA CRO all requests for controlled substances that give rise to the Respondent's suspicion that the requestor is engaging in or attempting to engage in illegal drug diversion conduct.

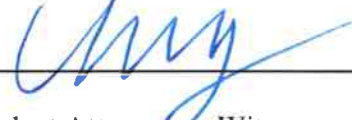
11. During the course of this MOA, Respondent agrees to permit DEA personnel to enter the registered location at any time during regular business hours without an Administrative Inspection Warrant (AIW), for the purpose of verifying compliance with this MOA, as well as all federal, state, and local laws and regulations relating to controlled substances.
12. Respondent shall notify the CRO:
  - a. Prior to attempting to transfer his DEA Certificate of Registration to another address;
  - b. Prior to submitting an application for a new DEA registration within the State of West Virginia;
  - c. Prior to submitting an application for a new DEA registration in any other state.
13. Respondent shall immediately notify the CRO and surrender his DEA registration, should his West Virginia Medical Doctor License or West Virginia Controlled Substances Prescriptive Authority be suspended, revoked, placed on probation, or in violation of probation.
14. By executing this MOA, Respondent waives all of his rights to seek judicial review or to challenge or contest the validity of any terms or conditions of this MOA.
15. The DEA enters into this MOA with the understanding that the Respondent will abide by its contents in good faith. Subject to the terms of this MOA, the DEA shall continue to allow the Respondent to be registered to handle controlled substances.
16. Respondent understands and agrees that a violation of any provision of this MOA shall provide grounds for DEA to initiate proceedings to suspend and/or revoke his DEA registration. Respondent further agrees that in lieu of such proceedings he will voluntarily surrender his DEA registration.
17. Respondent understands that failure to comply with the Controlled Substances Act (CSA), and its implementing regulations, could also subject Respondent to civil fines and/or criminal prosecution under Title 21 of the United States Code.
18. This MOA shall take effect on the date it is signed and dated by both the Respondent and DEA (fully executed). It shall remain in effect for a term of three (3) years, or until Respondent goes out of business or ceases to exist, if earlier. So long as Respondent complies with the terms of this MOA, it shall expire three (3) years from the date the MOA is fully executed.
19. This MOA may be executed in multiple original counterparts using electronic, scanned and faxed signatures. The undersigned parties agree that those forms of signatures can be substituted for originals, and that each of those forms is binding.

**FOR RESPONDENT:**

Muhammad Salman, MD, acknowledges and states that he has read the foregoing and knows and agrees with the contents thereof; that he has the authority and responsibility to act on this matter; and that he has signed this MOA willingly pursuant to that authority.

  
\_\_\_\_\_  
Muhammad Salman

5-11-2026.  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Respondent Attorney or Witness

5/11/2026  
\_\_\_\_\_  
Date

**FOR THE DRUG ENFORCEMENT ADMINISTRATION:**

C. Martin Redd, Diversion Program Manager acknowledges and states that he has read the foregoing and knows and agrees with the contents thereof; that he has the authority to act on behalf of the Drug Enforcement Administration on this matter; and that he has signed this MOA pursuant to that authority.

\_\_\_\_\_  
C. Martin Redd  
Diversion Program Manager  
Drug Enforcement Administration  
Louisville Field Division

\_\_\_\_\_  
Date

**IN THE MATTER OF:**

**Bridgeport Pharmacy Inc.  
527 Medical Park Drive  
Suite 105  
Bridgeport, WV 26330  
DEA Registration Number  
FB4306088**

)  
) **UNITED STATES DEPARTMENT OF JUSTICE**  
) **DRUG ENFORCEMENT ADMINISTRATION**  
) **LOUISVILLE FIELD DIVISION**  
)  
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**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA) is entered into between the Drug Enforcement Administration (DEA) and Bridgeport Pharmacy Inc., owned by Muhammad Salman, Medical Doctor, (Respondent), at DEA registered address 527 Medical Park Drive, Suite 105, Bridgeport, WV 26330, DEA Registration Number FB4306088.

**FINDINGS OF FACT**

1. Bridgeport Pharmacy Inc. is a retail pharmacy located at 527 Medical Park Drive, Suite 105, Bridgeport, WV 26330 that is owned and operated by Doctor Muhammad Salman. Dr. Salman owns and operates Bridgeport Behavioral Clinic, a medical group practice located at 527 Medical Park Drive, Suite 105, Bridgeport, WV 26330. Dr. Salman pre-signed prescriptions for controlled substances that were distributed by other medical practitioners and staff for patients ahead of patient visits at Bridgeport Behavioral Clinic. The pre-signed prescriptions were distributed while Dr. Salman was out of the practice, out of the building, out of the state of West Virginia, and out of the country for short and long periods of time. A significant amount of prescriptions were dispensed from his adjacent pharmacy, Bridgeport Pharmacy.
2. Dr. Salman practiced once or twice a month in Weston, WV. Bridgeport Pharmacy Inc. pharmacy technicians routinely pre-filled controlled substances for patients the night before Dr. Salman treated these same patients in Weston based on medications from pervious examinations. Bridgeport Pharmacy Inc. pharmacy technicians or other Bridgeport Behavioral Clinic staff would take these pre-filled prescriptions to their home before traveling to Weston the next day. Prescriptions that not distributed to patients were returned to Bridgeport Pharmacy Inc. and returned to inventory.
3. The Controlled Substances Act ("CSA") places the responsibility for the proper prescribing and dispensing of controlled substances upon the prescribing practitioner, but a corresponding responsibility also rests with the pharmacist who filled the prescription, Title 21 United States Code (U.S.C.) § 842(a)(1); 21 Code of Federal Regulations (C.F.R.) § 1306.04(a).

## **STIPULATIONS AND AGREEMENT**

Respondent agrees the above Findings of Fact are true and accurate. Respondent understands and agrees that the Findings of Fact constitute sufficient grounds to deny, restrict or revoke his DEA registration. In lieu of initiating Order to Show Cause (OTSC) proceedings to deny, restrict or revoke his DEA registration, Respondent and the DEA agree to the following:

1. Respondent and DEA are entering into this MOA to give Respondent the opportunity to demonstrate and achieve compliance with all lawful requirements of Respondent's DEA registration.
2. Respondent shall abide by all federal, state and local laws and regulations relating to controlled substances.
3. Respondent shall administer, dispense, or prescribe controlled substances only for legitimate medical purposes and within the scope of professional practice, as required by Title 21 United States Code (U.S.C.) § 827(c)(1)(A) and Title 21 Code of Federal Regulations (C.F.R.) § 1306.04(a).
4. Respondent shall not provide any staff or other persons with a pre-signed prescription, pre-signed prescription pad, list of patients to fill controlled substances without valid prescriptions, and will comply with all parts of 21 C.F.R. § 1306.05.
5. Respondent must submit a log of all filled controlled substance prescriptions issued by Dr. Salman or any other practitioner at Bridgeport Behavioral Clinic, to the DEA Clarksburg Resident Office (CRO) every three (3) months for the term of the MOA. The copies of controlled substance order invoices and prescription log must be received by the DEA Clarksburg office no later than 15 days after the end of the third month.
6. Respondent shall only manufacture, distribute, dispense or store controlled substances at each DEA registered principal place of business or professional practice as required by Title 21 USC § 822(e) and Title 21 C.F.R. § 1301.12.
7. Respondent shall comply with the Combat Methamphetamine Epidemic Act (CMEA) of 2005, as required by Title 21 USC Section 830(e)(1)(B)(i) and Title 21 CFR Sections 1314.35(a)(b) and 1314.40(a), in that Respondent shall ensure employees are trained regarding the requirements of the CMEA, self-certify that training has been completed annually, and maintain a copy of each self-certification and all records demonstrating that employees have undergone training.
8. Respondent shall immediately report to the DEA CRO all prescriptions for controlled substances that give rise to the Respondent's suspicion that the requestor is engaging in or attempting to engage in illegal drug diversion conduct.
9. During the course of this MOA, Respondent agrees to permit DEA personnel to enter the registered location at any time during regular business hours without an Administrative Inspection Warrant (AIW), for the purpose of verifying compliance with this MOA, as well as all federal, state, and local laws and regulations relating to controlled substances.

10. Respondent shall notify the CRO:

- a. Prior to attempting to transfer his DEA Certificate of Registration to another address;
- b. Prior to submitting an application for a new DEA registration within the State of West Virginia;
- c. Prior to submitting an application for a new DEA registration in any other state.

11. Respondent shall immediately notify the DEA CDO should the West Virginia BOP take disciplinary action against its West Virginia Registered Pharmacy Permit or Controlled Substance Permit. By executing this MOA, Respondent waives all of his rights to seek judicial review or to challenge or contest the validity of any terms or conditions of this MOA.

12. The DEA enters into this MOA with the understanding that the Respondent will abide by its contents in good faith. Subject to the terms of this MOA, the DEA shall continue to allow the Respondent to be registered to handle controlled substances.

13. Respondent understands and agrees that a violation of any provision of this MOA shall provide grounds for DEA to initiate proceedings to suspend and/or revoke his DEA registration. Respondent further agrees that in lieu of such proceedings he will voluntarily surrender his DEA registration.

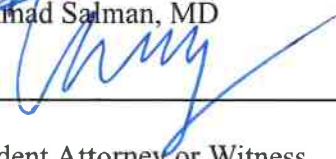
14. Respondent understands that failure to comply with the Controlled Substances Act (CSA), and its implementing regulations, could also subject Respondent to civil fines and/or criminal prosecution under Title 21 of the United States Code.

15. This MOA shall take effect on the date it is signed and dated by both the Respondent and DEA (fully executed). It shall remain in effect for a term of three (3) years, or until Respondent goes out of business or ceases to exist, if earlier. So long as Respondent complies with the terms of this MOA, it shall expire three (3) years from the date the MOA is fully executed.

16. This MOA may be executed in multiple original counterparts using electronic, scanned and faxed signatures. The undersigned parties agree that those forms of signatures can be substituted for originals, and that each of those forms is binding.

**FOR RESPONDENT:**

Muhammad Salman, MD, on behalf of Bridgeport Pharmacy Inc., acknowledges and states that he has read the foregoing and knows and agrees with the contents thereof; that he has the authority and responsibility to act on this matter; and that he has signed this MOA willingly pursuant to that authority.

  
\_\_\_\_\_  
Muhammad Salman, MD  
  
\_\_\_\_\_  
Respondent Attorney or Witness

5-11-2026.  
\_\_\_\_\_  
Date  
5/11/2026  
\_\_\_\_\_  
Date

**FOR THE DRUG ENFORCEMENT ADMINISTRATION:**

C. Martin Redd, Diversion Program Manager acknowledges and states that he has read the foregoing and knows and agrees with the contents thereof; that he has the authority to act on behalf of the Drug Enforcement Administration on this matter; and that he has signed this MOA pursuant to that authority.

\_\_\_\_\_  
C. Martin Redd  
Diversion Program Manager  
Drug Enforcement Administration  
Louisville Field Division

\_\_\_\_\_  
Date