

IN THE MATTER
OF
MUHAMMAD J. AKHTAR, M.D.

COMMISSIONER'S
ORDER OF
SUMMARY
ACTION

TO: MUHAMMAD J. AKHTAR, M.D.


The undersigned, Howard A. Zucker, M.D., J.D., Commissioner of Health, pursuant to N.Y. Public Health Law §230, upon the recommendation of a Committee on Professional Medical Conduct of the State Board for Professional Medical Conduct, has determined that the duly authorized professional disciplinary agency of another jurisdiction, the Arizona Medical Board, has made a finding substantially equivalent to a finding that the practice of medicine by MUHAMMAD J. AKHTAR, M.D. (the Respondent) New York license 130472 in that jurisdiction constitutes an imminent danger to the health of its people, as is more fully set forth in the Interim Consent Agreement for Practice Restriction (henceforth: "predicate action"), attached hereto as Appendix "A" and made a part hereof.

It is therefore:

ORDERED, pursuant to N.Y. Public Health Law §230(12)(b), that effective immediately, Respondent shall not practice medicine in the State of New York, or practice in any setting under the authority of Respondent's New York license.

Any practice of medicine in violation of this Order shall constitute Professional Misconduct within the meaning of N.Y. Educ. Law §6530(29) and may constitute unauthorized medical practice, a Felony defined by N.Y. Educ. Law §6512.

This Order shall remain in effect until the final conclusion of a hearing which shall commence within thirty days after the final conclusion of the disciplinary proceeding in the predicate action. The hearing will be held pursuant to the provisions of N.Y. Pub. Health Law §230, and N.Y. State Admin. Proc. Act §§301-307 and 401. The hearing

will be conducted before a committee on professional conduct of the State Board for Professional Medical Conduct on a date and at a location to be set forth in a written Notice of Hearing or Notice of Referral Proceeding to be provided to the Respondent after the final conclusion of the proceeding in the predicate action. Said written Notice may be provided in person, by mail, or by other means. If Respondent wishes to be provided said written notice at an address other than that set forth above, Respondent shall so notify, in writing, both the attorney whose name is set forth in this Order, and the Director of the Office of Professional Medical Conduct, at the addresses set forth below.

Respondent shall notify the Director of the Office of Professional Medical Conduct, New York State Department of Health, Riverview Center, 150 Broadway, Suite 355, Albany, New York 12204-2719 via Certified Mail, Return Receipt Requested, of the final conclusion of the proceeding in the predicate action, immediately upon such conclusion.

THE NEW YORK PROCEEDINGS MAY RESULT IN A DETERMINATION THAT YOUR LICENSE TO PRACTICE MEDICINE IN NEW YORK STATE BE REVOKED OR SUSPENDED, AND/OR THAT YOU BE FINED OR SUBJECT TO OTHER SANCTIONS SET FORTH IN NEW YORK PUBLIC HEALTH LAW §230-a. YOU ARE URGED TO OBTAIN AN ATTORNEY TO REPRESENT YOU IN THIS MATTER.

DATED: Albany, New York
October 23, 2017


Howard A. Zucker, M.D., J.D.
Commissioner of Health
New York State Department of Health

Inquiries should be directed to:

Nathaniel White
Associate Counsel
N.Y.S. Department of Health
Division of Legal Affairs
Bureau of Professional Medical Conduct
Corning Tower – 2512
Empire State Plaza
Albany, NY 12237
(518) 473-4282
Nathaniel.White@health.ny.gov

Appendix “A”

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BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of

MUHAMMAD JAMIL AKHTAR, M.D.

Holder of License No. 10007
For the Practice of Allopathic Medicine
In the State of Arizona.

Case No. MD-17-0087A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

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INTERIM CONSENT AGREEMENT

Muhammad Jamil Akhtar, M.D. ("Respondent"), elects to permanently waive any right to a hearing and appeal with respect to this Interim Consent Agreement for Practice Restriction and consents to the entry of this Order by the Arizona Medical Board ("Board").

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INTERIM FINDINGS OF FACT

1. The Board is the duly constituted authority for the regulation and control of the practice of allopathic medicine in the State of Arizona.
 2. Respondent is the holder of License No. 10007 for the practice of allopathic medicine in the State of Arizona.
 3. The Board initiated case number MD-17-0087A after receiving a complaint from a hospital alleging that on or about January 21, 2017, Respondent appeared to be impaired and was unable to give appropriate orders for a patient that could have led to compromised care. Respondent was also observed to have slurred speech and unsteady gait.
 4. Respondent further refused to submit for drug testing as requested by the hospital.
 5. Respondent's privileges at the hospital have been summarily suspended.
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1 6. The aforementioned information was presented to the investigative staff, the
2 medical consultant and the lead Board member. All reviewed the information and concur
3 that the interim consent agreement to restrict Respondent's practice is appropriate.

4 7. The investigation into this matter is pending and will be forwarded to the
5 Board promptly upon completion for review and action.

6 **INTERIM CONCLUSIONS OF LAW**

7 1. The Board possesses jurisdiction over the subject matter hereof and over
8 Respondent.

9 2. Pursuant to A.R.S. § 32-1405(C)(25) the Executive Director has authority to
10 enter into a consent agreement when there is evidence of danger to the public health and
11 safety.

12 3. Pursuant to A.A.C. R4-16-504, the Executive Director may enter into an
13 interim consent agreement when there is evidence that a restriction is needed to mitigate
14 imminent danger to the public's health and safety. Investigative staff, the Board's medical
15 consultant and the lead Board member have reviewed the case and concur that an interim
16 consent agreement is appropriate.

17 **INTERIM ORDER**

18 IT IS HEREBY ORDERED THAT:

19 1. Respondent is prohibited from engaging in the practice of medicine in the
20 State of Arizona as set forth in A.R.S. § 32-1401(22) until he applies to the Executive
21 Director and receives permission to do so as stated in paragraph 3 below. Respondent
22 may not request release from or modification of this Interim Consent Agreement for
23 Practice Restriction until he has completed a health assessment by the Board's Physician
24 Health Program ("PHP") Contractor and complies with all evaluation or treatment
25 recommendations.

1 2. If monitoring is recommended after completion of treatment, Respondent
2 shall immediately enroll and participate in the Board's PHP with the following terms and
3 conditions:

4 a. Respondent shall not consume alcohol or any food or other substance
5 containing poppy seeds or alcohol.

6 b. Respondent shall not take any illegal drugs or mood altering medications
7 unless prescribed for a legitimate therapeutic purpose.

8 c. Respondent shall attend the PHP's Contractor's relapse prevention group
9 therapy sessions one time per week for the duration of this Interim Consent
10 Agreement, unless excused by the relapse prevention group facilitator for
11 good cause. Individual relapse therapy may be substituted for one or more
12 of the group therapy sessions, if the PHP Contractor pre-approves
13 substitution. The relapse prevention group facilitators or individual relapse
14 prevention therapist shall submit monthly reports to the PHP Contractor
15 regarding attendance and progress.

16 d. If requested by the PHP Contractor, Respondent shall attend ninety 12-step
17 meetings or other self-help group meetings appropriate for substance abuse
18 and approved by the PHP Contractor, for a period of ninety days. Upon
19 completion of the ninety meetings in ninety days, Respondent shall
20 participate in a 12-step recovery program or other self-help program
21 appropriate for substance abuse as recommended by the PHP Contractor.
22 Respondent shall attend a minimum of three 12-step or other self-help
23 program meetings per week. Two meetings per month must be Caduceus
24 meetings. Respondent must maintain a log of all self-help meetings.

25 e. Respondent shall promptly obtain a Primary Care Physician ("PCP") and

1 shall submit the name of the physician to the PHP Contractor in writing for
2 approval. Except in an Emergency, Respondent shall obtain medical care
3 and treatment only from the PCP and from health care providers to whom
4 the PCP refers Respondent. Respondent shall promptly provide a copy of
5 this Interim Consent Agreement to the PCP. Respondent shall also inform
6 all other health care providers who provide medical care or treatment that
7 Respondent is participating in the PHP. "Emergency" means a serious
8 accident or sudden illness that, if not treated immediately, may result in a
9 long-term medical problem or loss of life.

10 f. All prescriptions for controlled substances shall be approved by the PHP
11 Contractor prior to being filled except in an Emergency. Controlled
12 substances prescribed and filled in an emergency shall be reported to the
13 PHP within 48 hours. Respondent shall take no Medication unless the PCP
14 or other health care provider to whom the PCP refers Respondent prescribes
15 and the PHP Contractor approves the Medication. Respondent shall not self-
16 prescribe any Medication. "Medication" means a prescription-only drug,
17 controlled substance, and over-the counter preparation, other than plain
18 aspirin, plain ibuprofen, and plain acetaminophen.

19 g. Respondent shall submit to random biological fluid, hair and/or nail testing
20 (as specifically directed below) to ensure compliance with the PHP.

21 h. Respondent shall provide the PHP Contractor in writing with one telephone
22 number that shall be used to contact Respondent on a 24 hour per
23 day/seven day per week basis to submit to biological fluid, hair, and/or nail
24 testing to ensure compliance with the PHP. For the purposes of this section,
25 telephonic notice shall be deemed given at the time a message to appear is

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left at the contact telephone number provided by Respondent. Respondent authorizes any person or organization conducting tests on the collected samples to provide testing results to the PHP Contractor. Respondent shall comply with all requirements for biological fluid, hair, and/or nail collection. Respondent shall pay for all costs for the testing.

- i. Respondent shall provide the PHP Contractor with written notice of any plans to travel out of state.
- j. Respondent shall immediately notify the Board and the PHP Contractor in writing of any change in office or home addresses and telephone numbers.
- k. Respondent provides full consent for the PHP Contractor to discuss the Respondent's case with the Respondent's PCP or any other health care providers to ensure compliance with the PHP.
- l. The relationship between the Respondent and the PHP Contractor is a direct relationship. Respondent shall not use an attorney or other intermediary to communicate with the PHP Contractor on participation and compliance issues.
- m. Respondent shall be responsible for all costs, including costs associated with participating in the PHP, at the time service is rendered or within 30 days of each invoice sent to the Respondent. An initial deposit of two (2) months PHP fees is due upon entering the program. Failure to pay either the initial PHP deposit or monthly fees 60 days after invoicing will be reported to the Board by the PHP Contractor and may result in disciplinary action up to and including revocation.
- n. In the event Respondent resides or practices as a physician in a state other than Arizona, Respondent shall participate in the rehabilitation program

1 sponsored by that state's medical licensing authority or medical society.
2 Respondent shall cause the monitoring state's program to provide written
3 quarterly reports to the PHP Contractor regarding Respondent's attendance,
4 participation, and monitoring. The monitoring state's program and
5 Respondent shall immediately notify the PHP Contractor if Respondent is
6 non-compliant with any aspect of the monitoring requirements or is required
7 to undergo any additional treatment.

8 o. The PHP Contractor shall immediately notify the Board if Respondent is non-
9 compliant with any aspect of PHP monitoring or is required to undergo any
10 additional treatment.

11 3. Once all of the terms and conditions of this Interim Consent Agreement have
12 been met, Respondent may request, in writing, release and/or modification of this Interim
13 Consent Agreement. The Executive Director, in consultation with and agreement of the
14 Lead Board Member and the Chief Medical Consultant, has the discretion to determine
15 whether it is appropriate to release Respondent from this Interim Consent Agreement.

16 4. The Board retains jurisdiction and may initiate new action based upon any
17 violation of this Interim Consent Agreement, including, but not limited to, summarily
18 suspending Respondent's license.

19 5. Because this is an Interim Consent Agreement and not a final decision by
20 the Board regarding the pending investigation, it is subject to further consideration by the
21 Board. Once the investigation is complete, it will be promptly provided to the Board for its
22 review and appropriate action.

23 6. The Board retains jurisdiction and may initiate new action based upon any
24 violation of this Interim Consent Agreement, including, but not limited to, summarily
25 suspending Respondent's license.

1 7. This Interim Consent Agreement shall be effective on the date signed by the
2 Board's Executive Director.

3 DATED this 27th day of January, 2017.

4 ARIZONA MEDICAL BOARD

5 By 
6 Patricia E. McSorley
7 Executive Director

8 RECITALS

9 Respondent understands and agrees that:

10 1. The Board, through its Executive Director, may adopt this Interim Consent
11 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
12 504.

13 2. Respondent has read and understands this Interim Consent Agreement as
14 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
15 with an attorney or has waived the opportunity to discuss this Interim Consent Agreement
16 with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and
17 by doing so agrees to abide by all of its terms and conditions.

18 3. By entering into this Interim Consent Agreement, Respondent freely and
19 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
20 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or
21 any other administrative and/or judicial action, concerning the matters related to the
22 Interim Consent Agreement.

23 4. Respondent understands that this Interim Consent Agreement does not
24 constitute a dismissal or resolution of this matter or any matters that may be currently
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1 pending before the Board and does not constitute any waiver, express or implied, of the
2 Board's statutory authority or jurisdiction regarding this or any other pending or future
3 investigations, actions, or proceedings. Respondent also understands that acceptance of
4 this Interim Consent Agreement does not preclude any other agency, subdivision, or
5 officer of this State from instituting civil or criminal proceedings with respect to the conduct
6 that is the subject of this Interim Consent Agreement. Respondent further does not
7 relinquish his rights to an administrative hearing, rehearing, review, reconsideration,
8 judicial review or any other administrative and/or judicial action, concerning the matters
9 related to a final disposition of this matter, unless he affirmatively does so as part of the
10 final resolution of this matter.

11 5. Respondent acknowledges and agrees that upon signing this Interim
12 Consent Agreement and returning it to the Board's Executive Director, Respondent may
13 not revoke his acceptance of this Interim Consent Agreement or make any modifications to
14 it. Any modification of this original document is ineffective and void unless mutually
15 approved by the parties in writing.

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17 6. Respondent understands that this Interim Consent Agreement shall not
18 become effective unless and until it is signed by the Board's Executive Director.

19 7. Respondent understands and agrees that if the Board's Executive Director
20 does not adopt this Interim Consent Agreement, he will not assert in any future
21 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
22 bias, prejudice, prejudgment, or other similar defense.
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1 8. Respondent understands that this Interim Consent Agreement is a public
2 record that may be publicly disseminated as a formal action of the Board, and that it shall
3 be reported as required by law to the National Practitioner Data Bank.

4 9. Respondent understands that this Interim Consent Agreement does not
5 alleviate his responsibility to comply with the applicable license-renewal statutes and rules.
6 If this Interim Consent Agreement remains in effect at the time Respondent's allopathic
7 medical license comes up for renewal, he must renew his license if Respondent wishes to
8 retain his license. If Respondent elects not to renew his license as prescribed by statute
9 and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-
10 3202), become suspended until the Board takes final action in this matter. Once the
11 Board takes final action, in order for Respondent to be licensed in the future, he must
12 submit a new application for licensure and meet all of the requirements set forth in the
13 statutes and rules at that time.

14 10. Respondent understands that any violation of this Interim Consent
15 Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(r) ("violating a
16 formal order, probation, consent agreement or stipulation issued or entered into by the
17 board or its executive director under this chapter").

18 11. Respondent understands and agrees to the terms of this Interim
19 Consent Agreement.

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22 MUHAMMAD JAMIL AKHTAR, M.D.

DATED. 1/27/2017

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24 EXECUTED COPY of the foregoing e-mailed
25 this 27 day of JANUARY, 2017 to.

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Muhammad Jamil Akhtar, M.D.
Address of Record

ORIGINAL of the foregoing filed
this 2nd day of January, 2017 with:

Arizona Medical Board
9545 E. Doubletree Ranch Road
Scottsdale, AZ 85258


Arizona Medical Board Staff