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8 **BEFORE THE**
MEDICAL BOARD OF CALIFORNIA
9 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

10 In the Matter of the Accusation Against:
11 **Muhammad Jamil Akhtar, M.D.**
12 2157 E. Baseline Road, #101
13 Tempe, AZ 85283
14 Physician's and Surgeon's Certificate
No. A31052,

Case No. 800-2017-030137

**DEFAULT DECISION
AND ORDER**

[Gov. Code, §11520]

15 Respondent.

16 **FINDINGS OF FACT**

17 1. On June 5, 2017, Complainant Kimberly Kirchmeyer, in her official capacity as the
18 Executive Director of the Medical Board of California (Medical Board or Board), filed
19 Accusation No. 800-2017-030137 against Muhammad Jamil Akhtar, M.D. (Respondent) before
20 the Board.

21 2. On May 5, 1977, the Medical Board issued Physician's and Surgeon's Certificate No.
22 A31052 to Respondent. The Physician's and Surgeon's Certificate was in full force and effect at
23 all times relevant to the charges brought herein and will expire on February 28, 2019, unless
24 renewed. (License certification is included as Exhibit 1 in the Exhibit Package.¹)

25 3. On June 5, 2017, an employee of the Medical Board sent by Certified Mail a copy of
26 Accusation No. 800-2017-030137, Statement to Respondent, Notice of Defense, Request for
27

28 ¹ The evidence in support of this Default Decision and Order is submitted herewith as the
"Exhibit Package."

1 Discovery, copies of the relevant sections of the California Administrative Procedure Act as
2 required by sections 11503 and 11505 of the Government Code, a copy of the Manual of Model
3 Disciplinary Orders and Model Disciplinary Guidelines, and a copy of the Uniform Standards for
4 Substance Abusing Licensees to Muhammad Jamil Akhtar, M.D. at his address of record with the
5 Board, 2157 E. Baseline Road, #101, Tempe, Arizona 85283. The Statement to Respondent
6 advised Respondent that he was required to complete, sign and return a Notice of Defense within
7 fifteen days if he desired a hearing on the charges. The return receipt for the Accusation was not
8 returned to the Board and Respondent did not respond to the Accusation. (A copy of the
9 Accusation, the related documents, Declaration of Service, and United States Post Office tracking
10 results reflecting that notice of delivery was left for Respondent on June 8, 2017 are included as
11 Exhibit 2 in the Exhibit Package.)

12 4. On June 22, 2017, an employee of the Attorney General's Office sent by certified and
13 regular mail addressed to Respondent at the address of record set forth above a courtesy Notice of
14 Default. The Notice of Default provided Respondent with a copy of the Accusation and Notice of
15 Defense, advised him that he was in default, and cautioned him that a decision would be rendered
16 by the Board without a hearing if he did not take action. The return receipt for the Courtesy
17 Notice of Default was not returned and Respondent has made no reply. (Courtesy Notice of
18 Default and proof of service are included as Exhibit 3 in the Exhibit Package.) Respondent has
19 not responded to service of the Accusation or the Courtesy Notice of Default. He has not filed a
20 Notice of Defense. As a result, Respondent has waived his right to a hearing on the merits to
21 contest the allegations contained in the Accusation.

22 5. The allegations of the Accusation are true as follows:

23 A. On January 27, 2017, the Arizona Medical Board issued an Interim Consent
24 Agreement (Agreement) regarding Respondent's license to practice medicine in the State of
25 Arizona. The Agreement contains factual findings that Respondent, while on duty at a hospital,
26 appeared to be impaired and was unable to give appropriate orders for a patient which could have
27 led to compromised care. Respondent was also observed having slurred speech and an unsteady
28 gait. Further, Respondent refused to submit to drug testing as requested by the hospital.

1 Respondent's privileges at the hospital have been summarily suspended. (A certified copy of the
2 Agreement issued by the Arizona Medical Board is included as Exhibit 4 in the Exhibit Package.)

3 B. Respondent's license to practice medicine in the State of Arizona is subject to
4 the following terms:

5 (1) Respondent is prohibited from engaging in the practice of medicine in the State
6 of Arizona until he applies to the Executive Director after receiving permission once all terms and
7 conditions of the Agreement have been met;

8 (2) Respondent must complete a health assessment by the Arizona Medical Board's
9 Physician Health Program; and

10 (3) Respondent must comply with all evaluation and treatment recommendations
11 by the Physician Health Program. (Agreement, Exhibit 4 in the Exhibit Package.)

12 STATUTORY AUTHORITY

13 6. Section 2305 of the Code provides, in part, that the revocation, suspension, or other
14 discipline, restriction or limitation imposed by another state upon a license to practice medicine
15 issued by that state, or the revocation, suspension, or restriction of the authority to practice
16 medicine by any agency of the federal government, that would have been grounds for discipline
17 in California under the Medical Practice Act, constitutes grounds for discipline for unprofessional
18 conduct.

19 7. Section 141 of the Code provides:

20 "(a) For any licensee holding a license issued by a board under the jurisdiction of the
21 department, a disciplinary action taken by another state, by any agency of the federal government,
22 or by another country for any act substantially related to the practice regulated by the California
23 license, may be a ground for disciplinary action by the respective state licensing board. A
24 certified copy of the record of the disciplinary action taken against the licensee by another state,
25 an agency of the federal government, or by another country shall be conclusive evidence of the
26 events related therein.

27 "(b) Nothing in this section shall preclude a board from applying a specific statutory
28 provision in the licensing act administered by the board that provides for discipline based upon a

1 disciplinary action taken against that licensee by another state, an agency of the federal
2 government, or another country.”

3 8. Pursuant to its authority under Government Code section 11520, the Board finds
4 Respondent is in default. The Board will take action without further hearing and, based on
5 Respondent’s express admissions by way of default and the evidence before it, contained in
6 Exhibits 1 through 4, finds that the allegations in Accusation No. 800-2017-030137 are true.

7 **DETERMINATION OF ISSUES**

8 1. Pursuant on the foregoing findings of fact, Respondent Muhammad Jamil Akhtar,
9 M.D. has subjected his Physician’s and Surgeon’s Certificate No. A31052 to discipline.

10 2. A copy of the Accusation and the related documents and Declaration of Service are
11 attached.

12 3. The agency has jurisdiction to adjudicate this case by default.

13 4. The Board is authorized to revoke Respondent’s Physician’s and Surgeon’s
14 Certificate based upon the following violations alleged in the Accusation:

15 “Respondent’s conduct and the action of the Arizona Medical Board . . . constitute cause
16 for discipline pursuant to sections 2305 and/or 141 of the Code.”

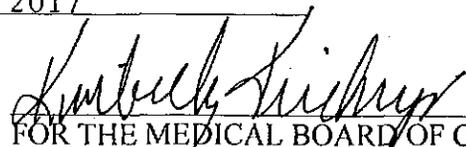
17 **ORDER**

18 IT IS SO ORDERED that Physician’s and Surgeon’s Certificate No. A31052, issued to
19 Respondent Muhammad Jamil Akhtar, M.D., is revoked.

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

24 This Decision shall become effective on August 23, 2017 at 5:00 p.m.

25 It is so ORDERED on July 24, 2017

26 
27 FOR THE MEDICAL BOARD OF CALIFORNIA
28 Kimberly Kirchmeyer
Executive Director

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Attorney General of California
2 JANE ZACK SIMON
Supervising Deputy Attorney General
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8 **BEFORE THE**
MEDICAL BOARD OF CALIFORNIA
9 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

10 In the Matter of the Accusation Against:

Case No. 800-2017-030137

11 **Muhammad Jamil Akhtar, M.D.**

A C C U S A T I O N

12 2157 E. Baseline Road, #101
13 Tempe, AZ 85283

14 Physician's and Surgeon's Certificate
15 No. A31052,

16 Respondent.

17 Complainant alleges:

18 **PARTIES**

19 1. Kimberly Kirchmeyer (Complainant) brings this Accusation solely in her official
20 capacity as the Executive Director of the Medical Board of California (Board).

21 2. On or about May 5, 1977, the Medical Board issued Physician's and Surgeon's
22 Certificate Number A31052 to Muhammad Jamil Akhtar, M.D. (Respondent). The Physician's
23 and Surgeon's Certificate was in full force and effect at all times relevant to the charges brought
24 herein and will expire on February 28, 2019, unless renewed.

25 **JURISDICTION**

26 3. This Accusation is brought before the Board, under the authority of the following
27 laws. All section references are to the Business and Professions Code unless otherwise indicated.

28 A. Section 2227 of the Code provides in part that the Board may revoke,

1 suspend for a period not to exceed one year, or place on probation, the license of any
2 licensee who has been found guilty under the Medical Practice Act, and may recover the
3 costs of probation monitoring.

4 B. Section 2305 of the Code provides, in part, that the revocation, suspension,
5 or other discipline, restriction or limitation imposed by another state upon a license to
6 practice medicine issued by that state, or the revocation, suspension, or restriction of the
7 authority to practice medicine by any agency of the federal government, that would have
8 been grounds for discipline in California under the Medical Practice Act, constitutes
9 grounds for discipline for unprofessional conduct.

10 C. Section 141 of the Code provides:

11 “(a) For any licensee holding a license issued by a board under the jurisdiction of
12 the department, a disciplinary action taken by another state, by any agency of the
13 federal government, or by another country for any act substantially related to the
14 practice regulated by the California license, may be a ground for disciplinary action
15 by the respective state licensing board. A certified copy of the record of the
16 disciplinary action taken against the licensee by another state, an agency of the
17 federal government, or by another country shall be conclusive evidence of the events
18 related therein.

19 (b) Nothing in this section shall preclude a board from applying a specific
20 statutory provision in the licensing act administered by the board that provides for
21 discipline based upon a disciplinary action taken against that licensee by another
22 state, an agency of the federal government, or another country.”

23 CAUSE FOR DISCIPLINE

24 **(Discipline, Restriction, or Limitation Imposed by Another State)**

25 4. On January 27, 2017, the Arizona Medical Board issued an Interim Consent
26 Agreement (Agreement) regarding Respondent’s license to practice medicine in the State of
27 Arizona. The Agreement contains factual findings that Respondent, while on duty at a hospital,
28 appeared to be impaired and was unable to give appropriate orders for a patient which could have
led to compromised care. Respondent was also observed having slurred speech and an unsteady
gait. Further, Respondent refused to submit to drug testing as requested by the hospital.
Respondent’s privileges at the hospital have been summarily suspended. A true and correct copy
of the Agreement issued by the Arizona Medical Board is attached as Exhibit A.

EXHIBIT 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**

7

INTERIM CONSENT AGREEMENT

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

11

INTERIM FINDINGS OF FACT

12 1. The Board is the duly constituted authority for the regulation and control of
13 the practice of allopathic medicine in the State of Arizona.

14 2. Respondent is the holder of License No. 10007 for the practice of allopathic
15 medicine in the State of Arizona.

16 3. The Board initiated case number MD-17-0087A after receiving a complaint
17 from a hospital alleging that on or about January 21, 2017, Respondent appeared to be
18 impaired and was unable to give appropriate orders for a patient that could have led to
19 compromised care. Respondent was also observed to have slurred speech and unsteady
20 gait.

21 4. Respondent further refused to submit for drug testing as requested by the
22 hospital.

23 5. Respondent's privileges at the hospital have been summarily suspended.
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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

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

6 i. Respondent shall provide the PHP Contractor with written notice of any
7 plans to travel out of state.

8 j. Respondent shall immediately notify the Board and the PHP Contractor in
9 writing of any change in office or home addresses and telephone numbers.

10 k. Respondent provides full consent for the PHP Contractor to discuss the
11 Respondent's case with the Respondent's PCP or any other health care
12 providers to ensure compliance with the PHP.

13 l. The relationship between the Respondent and the PHP Contractor is a direct
14 relationship. Respondent shall not use an attorney or other intermediary to
15 communicate with the PHP Contractor on participation and compliance
16 issues.

17 m. Respondent shall be responsible for all costs, including costs associated with
18 participating in the PHP, at the time service is rendered or within 30 days of
19 each invoice sent to the Respondent. An initial deposit of two (2) months
20 PHP fees is due upon entering the program. Failure to pay either the initial
21 PHP deposit or monthly fees 60 days after invoicing will be reported to the
22 Board by the PHP Contractor and may result in disciplinary action up to and
23 including revocation.

24 n. In the event Respondent resides or practices as a physician in a state other
25 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 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.

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

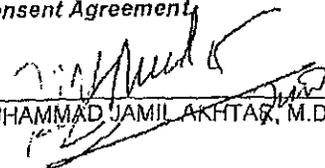
18 7. Respondent understands and agrees that if the Board's Executive Director
19 does not adopt this Interim Consent Agreement, he will not assert in any future
20 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
21 bias, prejudice, prejudgment, or other similar 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.

20
21 
22 MUHAMMAD JAMIL AKHTAR, M.D.

DATED: 1/27/2017

23
24 EXECUTED COPY of the foregoing e-mailed
25 this 27 day of January, 2017 to:

1 Muhammad Jamil Akhtar, M.D.
Address of Record

2 ORIGINAL of the foregoing filed
3 this 7th day of January, 2017 with:

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

6 *Maury Parker*
Arizona Medical Board Staff

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