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BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of
BABAR ALI KHERA, M.D.
Holder of License No. 65760
For the Practice of Allopathic Medicine
In the State of Arizona.

Case No. MD-23-0352A

**INTERIM CONSENT AGREEMENT FOR
PRACTICE RESTRICTION AND TO
PARTICIPATE IN THE PHYSICIAN
HEALTH PROGRAM**

By mutual agreement and understanding between the Arizona Medical Board (“Board”) and Babar Ali Khera, M.D. (“Respondent”), the parties enter into this Interim Consent Agreement, Findings of Fact, Conclusions of Law and Order (“Interim Consent Agreement”) as an interim disposition of this matter.

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. 65760 for the practice of allopathic medicine in the State of Arizona.
3. At its meeting on April 5, 2023, the Board initiated case number MD-23-0352A and referred Respondent for an Assessment with the Board’s Physician Health Program (“PHP”).
4. Respondent presented for an assessment with the Board’s Physician Health Program (“PHP”) Assessor on April 27, 2023. Based on the assessment results, the PHP Assessor recommended that Respondent should be enrolled in the Board’s PHP for three years. Additionally, the Assessor recommended that prior to engaging in the practice of medicine, Respondent should be monitored and free of all substances for a period of three months before being considered safe to practice medicine. The Assessor additionally

1 recommended that Respondent should complete continuing medical education (“CME”) in
2 ethics.

3 5. The investigation into Respondent’s professional conduct will be forwarded
4 to the Board promptly upon completion for review and action.

5 **INTERIM CONCLUSIONS OF LAW**

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

8 2. Pursuant to A.R.S. § 32-1405(20), if delegated by the Board, the Executive
9 Director may enter into stipulated agreements with a physician for the treatment,
10 rehabilitation and monitoring of chemical substance use or misuse.

11 **INTERIM CONSENT AGREEMENT**

12 IT IS HEREBY ORDERED THAT:

13 1. Respondent is prohibited from engaging in the practice of medicine in the
14 State of Arizona as set forth in A.R.S. § 32-1401(22) until Respondent applies to the
15 Executive Director and receives permission to do so. After 90 days, Respondent may
16 request, in writing, termination of this Practice Restriction. Respondent’s request must be
17 accompanied by a report from the PHP Contractor that Respondent is in compliance with
18 his monitoring requirements and is safe to practice medicine. The Executive Director, in
19 consultation with and agreement of the lead Board member and the Chief Medical
20 Consultant, has the discretion to determine whether it is appropriate to release
21 Respondent from this Practice Restriction.

22 2. Respondent shall within 3 months of the effective date of this Order,
23 complete the Medical Ethics and professionalism (ME-22) course offered by Professional
24 Boundaries, Inc. (“PBI”). Respondent shall within **thirty days** of the effective date of this
25 Order submit satisfactory proof of enrollment with Board staff. Upon completion of the

1 CME, Respondent shall provide Board staff with satisfactory proof of attendance. The
2 CME hours shall be in addition to the hours required for the biennial renewal of medical
3 licensure. Respondent shall sign any and all consents or releases necessary to allow for
4 PBI to communicate to the Board directly and furnish PBI's "AIR" Letter after completion of
5 the required CME. Respondent shall be responsible for all costs related to completion of
6 the CME including preparation of the AIR Letter.

7 3. Respondent shall promptly enroll in and participate in the Board's PHP for
8 three years.

9 4. Respondent shall not consume alcohol or any food or other substance
10 containing poppy seeds or alcohol.

11 5. Respondent shall not take any illegal drugs or mood-altering medications.

12 6. All prescriptions for controlled substances shall be approved by the PHP
13 Contractor prior to being filled except in an *Emergency*. Controlled substances prescribed
14 and filled in an *emergency* shall be reported to the PHP Contractor within 48 hours.
15 Respondent shall take no *Medication* unless Respondent's Primary Care Physician
16 ("PCP") or other health care provider to whom the PCP refers Respondent prescribes and
17 the PHP Contractor approves the *medication*. Respondent shall not self-prescribe any
18 *medication*. "Medication" means a prescription-only drug, controlled substance, and over-
19 the counter preparation, other than plain aspirin, plain ibuprofen, and plain
20 acetaminophen. "Emergency" means a serious accident or sudden illness that, if not
21 treated immediately, may result in a long-term medical problem or loss of life.

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

24 8. Respondent shall provide the PHP Contractor in writing with one telephone
25 number that shall be used to contact Respondent on a 24 hour per day/seven day per

1 week basis to submit to biological fluid, hair, and/or nail testing to ensure compliance with
2 PHP. For the purposes of this section, telephonic notice shall be deemed given at the time
3 a message to appear is left at the contact telephone number provided by Respondent.
4 Respondent authorizes any person or organization conducting tests on the collected
5 samples to provide testing results to the PHP Contractor. Respondent shall comply with all
6 requirements for biological fluid, hair, and/or nail collection. Respondent shall pay for all
7 costs for the testing.

8 9. Respondent shall provide the PHP Contractor with written notice of any
9 plans to travel out of state.

10 10. Respondent shall successfully complete a PHP Contractor approved 36-hour
11 alcohol/drug awareness education class.

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

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

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

24 14. Respondent shall immediately provide a copy of this Interim Consent
25 Agreement to all employers, hospitals and free-standing surgery centers where

1 Respondent currently has or in the future gains or applies for employment or privileges.
2 Within 30 days of the date of this Interim Consent Agreement, Respondent shall provide
3 the PHP with a signed statement of compliance with this notification requirement.
4 Respondent is further required to notify, in writing, all employers, hospitals and free-
5 standing surgery centers where Respondent currently has or in the future gains or applies
6 for employment or privileges of a violation of this Interim Consent Agreement.

7 15. In the event Respondent resides or practices as a physician in a state other
8 than Arizona, Respondent shall participate in the rehabilitation program sponsored by that
9 state's medical licensing authority or medical society. Respondent shall cause the
10 monitoring state's program to provide written quarterly reports to the PHP regarding
11 Respondent's attendance, participation, and monitoring. The monitoring state's program
12 and Respondent shall immediately notify the PHP if Respondent is non-compliant with any
13 aspect of the monitoring requirements or is required to undergo any additional treatment.

14 16. The PHP shall immediately notify the Board if Respondent is non-compliant
15 with any aspect of the monitoring requirements or this Interim Consent Agreement.

16 17. 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.

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1 18. Because this is an Interim Consent Agreement and not a final decision by
2 the Board regarding the pending investigation, it is subject to further consideration by the
3 Board. Once the investigation is complete, it will be promptly provided to the Board for its
4 review and appropriate action.

5 DATED AND EFFECTIVE this 7th day of June, 2023.

6 ARIZONA MEDICAL BOARD

7
8 By Patricia E. McSorley
9 Patricia E. McSorley
10 Executive Director

11 **RECITALS**

12 Respondent understands and agrees that:

13 1. The Board, through its Executive Director, may adopt this Interim Consent
14 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(20).

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

20 3. By entering into this Interim Consent Agreement, Respondent freely and
21 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
22 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review
23 or any other administrative and/or judicial action, concerning the matters related to the
24 Interim Consent Agreement.
25

1 4. Respondent understands that this Interim Consent Agreement does not
2 constitute a dismissal or resolution of this matter or any matters that may be currently
3 pending before the Board and does not constitute any waiver, express or implied, of the
4 Board's statutory authority or jurisdiction regarding any other pending or future
5 investigations, actions, or proceedings. Respondent does not relinquish his rights to an
6 administrative hearing, rehearing, review, reconsideration, judicial review or any other
7 administrative and/or judicial action, concerning the matters related to a final disposition
8 of this matter, unless he affirmatively does so as part of the final resolution of this matter.
9

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

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

17 7. Respondent understands and agrees that if the Board's Executive Director
18 does not adopt this Interim Consent Agreement, he will not assert in any future
19 proceedings that the Board's consideration of this Interim Consent Agreement
20 constitutes bias, prejudice, prejudgment, or other similar defense.
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22 8. Respondent understands that this Interim Consent Agreement is a public
23 record that may be publicly disseminated as a formal action of the Board, and that it
24 shall be reported as required by law to the National Practitioner Data Bank.
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1 9. Respondent understands that this Interim Consent Agreement does not
2 alleviate his responsibility to comply with the applicable license-renewal statutes and
3 rules. If this Interim Consent Agreement remains in effect at the time Respondent's
4 allopathic medical license comes up for renewal, he must renew his license if
5 Respondent wishes to retain his license. If Respondent elects not to renew his license
6 as prescribed by statute and rule, Respondent's license will not expire but rather, by
7 operation of law (A.R.S. § 32-3202), become suspended until the Board takes final
8 action in this matter. Once the Board takes final action, in order for Respondent to be
9 licensed in the future, he must submit a new application for licensure and meet all of the
10 requirements set forth in the statutes and rules at that time.

11
12 10. Respondent understands that any violation of this Interim Consent
13 Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(s) ("Violating
14 a formal order, probation, consent agreement or stipulation issued or entered into by the
15 board or its executive director under this chapter.").

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18 _____
19 BABAR A. KHERA, M.D.

DATED: 6/6/2023

1 EXECUTED COPY of the foregoing mailed
2 this 7th day of June _____, 2023 to:

3 Babar A. Khera, M.D.
4 Address of Record

5 PHP Contractor
6 Address of Record

7 ORIGINAL of the foregoing filed this
8 7th day of June _____, 2023 with

9 The Arizona Medical Board
10 1740 West Adams, Suite 4000
11 Phoenix, Arizona 85007



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13 Board staff

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