

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

In the Matter of the Accusation Against:

Hitu Khaira, M.D.

**Physician's and Surgeon's
Certificate No. A 161443**

Respondent.

Case No. 800-2022-091776

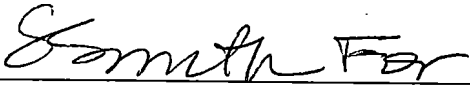
DECISION

The attached Stipulated Surrender of License and Order is hereby adopted as the Decision and Order of the Medical Board of California, Department of Consumer Affairs, State of California.

This Decision shall become effective at 5:00 p.m. on NOV 13 2025.

IT IS SO ORDERED NOV 06 2025.

MEDICAL BOARD OF CALIFORNIA


Reji Varghese, Executive Director

1 ROB BONTA
Attorney General of California
2 GREG W. CHAMBERS
Supervising Deputy Attorney General
3 NILUFAR K. MAJD
Deputy Attorney General
4 State Bar No. 246017
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 229-0114
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E-mail: Nilu.Majd@doj.ca.gov
7 *Attorneys for the People*

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

11 In the Matter of the Accusation Against:

Case No. 800-2022-091776

12 **HITU KHAIRA, M.D.**
13 **1244 Woodgrove Park Drive**
O'Fallon, MO 63366

**STIPULATED SURRENDER OF
LICENSE AND ORDER**

14 **Physician's and Surgeon's Certificate No. A**
15 **161443**

16 Respondent.

17
18 **IT IS HEREBY STIPULATED AND AGREED by and between the parties to the**
19 **above-entitled proceedings that the following matters are true:**

20 **PARTIES**

21 1. Reji Varghese (Complainant) is the Executive Director of the Medical Board of
22 California (Board). He brought this action solely in his official capacity and is represented in this
23 matter by Rob Bonta, Attorney General of the State of California, by Nilufar K. Majd, Deputy
24 Attorney General.

25 2. HITU KHAIRA, M.D. (Respondent) is representing herself in this proceeding and
26 has chosen not to exercise her right to be represented by counsel.

27 3. On or about March 21, 2019, the Board issued Physician's and Surgeon's Certificate
28 No. A 161443 to Respondent. That license was in full force and effect at all times relevant to the

1 charges brought in Accusation No. 800-2022-091776 and expired on March 31, 2025, and has not
2 been renewed.

3 JURISDICTION

4 4. Accusation No. 800-2022-091776 was filed before the Board and is currently pending
5 against Respondent. The Accusation and all other statutorily required documents were properly
6 served on Respondent on March 4, 2025. Respondent timely filed her Notice of Defense
7 contesting the Accusation. A copy of Accusation No. 800-2022-091776 is attached as Exhibit A
8 and incorporated by reference.

9 ADVISEMENT AND WAIVERS

10 5. Respondent has carefully read and understands the charges and allegations in
11 Accusation No. 800-2022-091776. Respondent also has carefully read and understands the
12 effects of this Stipulated Surrender of License and Order.

13 6. Respondent is fully aware of her legal rights in this matter, including the right to a
14 hearing on the charges and allegations in the Accusation; the right to be represented by counsel, at
15 her own expense; the right to confront and cross-examine the witnesses against her; the right to
16 present evidence and to testify on her own behalf; the right to the issuance of subpoenas to
17 compel the attendance of witnesses and the production of documents; the right to reconsideration
18 and court review of an adverse decision; and all other rights accorded by the California
19 Administrative Procedure Act and other applicable laws.

20 7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
21 every right set forth above.

22 CULPABILITY

23 8. Respondent understands that the charges and allegations in Accusation No. 800-2022-
24 091776, if proven at a hearing, constitute cause for imposing discipline upon her Physician's and
25 Surgeon's Certificate.

26 9. For the purpose of resolving the Accusation without the expense and uncertainty of
27 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual
28 basis for the charges in the Accusation and that those charges constitute cause for discipline.

1 Respondent hereby gives up her right to contest that cause for discipline exists based on those
2 charges.

3 10. Respondent understands that by signing this stipulation she enables the Board to issue
4 an order accepting the surrender of her Physician's and Surgeon's Certificate without further
5 process.

6 CONTINGENCY

7 11. Business and Professions Code section 2224, subdivision (b), provides, in pertinent
8 part, that the Medical Board "shall delegate to its executive director the authority to adopt a ...
9 stipulation for surrender of a license."

10 12. Respondent understands that, by signing this stipulation, she enables the Executive
11 Director of the Board to issue an order, on behalf of the Board, accepting the surrender of her
12 Physician's and Surgeon's Certificate No. A 161443 without further notice to, or opportunity to be
13 heard by, Respondent.

14 13. This Stipulated Surrender of License and Disciplinary Order shall be subject to the
15 approval of the Executive Director on behalf of the Board. The parties agree that this Stipulated
16 Surrender of License and Disciplinary Order shall be submitted to the Executive Director for his
17 consideration in the above-entitled matter and, further, that the Executive Director shall have a
18 reasonable period of time in which to consider and act on this Stipulated Surrender of License and
19 Disciplinary Order after receiving it. By signing this stipulation, Respondent fully understands
20 and agrees that she may not withdraw her agreement or seek to rescind this stipulation prior to the
21 time the Executive Director, on behalf of the Medical Board, considers and acts upon it.

22 14. The parties agree that this Stipulated Surrender of License and Disciplinary Order
23 shall be null and void and not binding upon the parties unless approved and adopted by the
24 Executive Director on behalf of the Board, except for this paragraph, which shall remain in full
25 force and effect. Respondent fully understands and agrees that in deciding whether or not to
26 approve and adopt this Stipulated Surrender of License and Disciplinary Order, the Executive
27 Director and/or the Board may receive oral and written communications from its staff and/or the
28 Attorney General's Office. Communications pursuant to this paragraph shall not disqualify the

1 Executive Director, the Board, any member thereof, and/or any other person from future
2 participation in this or any other matter affecting or involving respondent. In the event that the
3 Executive Director on behalf of the Board does not, in his discretion, approve and adopt this
4 Stipulated Surrender of License and Disciplinary Order, with the exception of this paragraph, it
5 shall not become effective, shall be of no evidentiary value whatsoever, and shall not be relied
6 upon or introduced in any disciplinary action by either party hereto. Respondent further agrees
7 that should this Stipulated Surrender of License and Disciplinary Order be rejected for any reason
8 by the Executive Director on behalf of the Board, Respondent will assert no claim that the
9 Executive Director, the Board, or any member thereof, was prejudiced by its/his/her review,
10 discussion and/or consideration of this Stipulated Surrender of License and Disciplinary Order or
11 of any matter or matters related hereto.

12 **ADDITIONAL PROVISIONS**

13 15. This Stipulated Surrender of License and Disciplinary Order is intended by the parties
14 herein to be an integrated writing representing the complete, final and exclusive embodiment of
15 the agreements of the parties in the above-entitled matter.

16 16. The parties agree that copies of this Stipulated Surrender of License and Disciplinary
17 Order, including copies of the signatures of the parties, may be used in lieu of original documents
18 and signatures and, further, that such copies shall have the same force and effect as originals.

19 17. In consideration of the foregoing admissions and stipulations, the parties agree the
20 Executive Director of the Board may, without further notice to or opportunity to be heard by
21 Respondent, issue and enter the following Disciplinary Order on behalf of the Board:

22 **ORDER**

23 IT IS HEREBY ORDERED that Physician's and Surgeon's Certificate No. A 161443,
24 issued to Respondent HITU KHAIRA, M.D., is surrendered and accepted by the Board.

25 1. The surrender of Respondent's Physician's and Surgeon's Certificate and the
26 acceptance of the surrendered license by the Board shall constitute the imposition of discipline
27 against Respondent. This stipulation constitutes a record of the discipline and shall become a part
28 of Respondent's license history with the Board.

2. Respondent shall lose all rights and privileges as a physician and surgeon in California as of the effective date of the Board's Decision and Order.

3. Respondent shall cause to be delivered to the Board her pocket license and, if one was issued, her wall certificate on or before the effective date of the Decision and Order.

4. If Respondent ever files an application for licensure or a petition for reinstatement in the State of California, the Board shall treat it as a petition for reinstatement. Respondent must comply with all the laws, regulations and procedures for reinstatement of a revoked or surrendered license in effect at the time the petition is filed, and all of the charges and allegations contained in Accusation No. 800-2022-091776 shall be deemed to be true, correct and admitted by Respondent when the Board determines whether to grant or deny the petition.

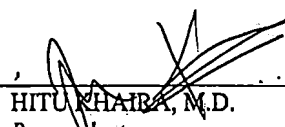
5. Respondent shall pay the agency its costs of investigation and enforcement in the amount of \$7,332.25 prior to issuance of a new or reinstated license.

6. If Respondent should ever apply or reapply for a new license or certification, or petition for reinstatement of a license, by any other health care licensing agency in the State of California, all of the charges and allegations contained in Accusation No. 800-2022-091776 shall be deemed to be true, correct, and admitted by Respondent for the purpose of any Statement of Issues or any other proceeding seeking to deny or restrict licensure.

ACCEPTANCE

I have carefully read the Stipulated Surrender of License and Order. I understand the stipulation and the effect it will have on my Physician's and Surgeon's Certificate. I enter into this Stipulated Surrender of License and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Medical Board of California.

DATED: Oct 23rd 2025


HITU KHAIRA, M.D.
Respondent

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DATED: November 3, 2025

ROB BONTA
Attorney General of California
GREG W. CHAMBERS
Supervising Deputy Attorney General

NILUFAR K. MAJD
Deputy Attorney General
Attorneys for Complainant

Exhibit A

Accusation No. 800-2022-091776

1 ROB BONTA
Attorney General of California
2 GREG W. CHAMBERS
Supervising Deputy Attorney General
3 NILUFAR K. MAJD
Deputy Attorney General
4 State Bar No. 246017
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 229-0114
6 Facsimile: (415) 703-5480
E-mail: Nilu.Majd@doj.ca.gov
7 *Attorneys for Complainant*

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

11 In the Matter of the Accusation Against:

Case No. 800-2022-091776

12 **Hitu Khaira, M.D.**
13 **35485 Monterra Circle**
Union City, CA 94587-8076

A C C U S A T I O N

14 **Physician's and Surgeon's Certificate**
15 **No. A 161443,**

16 Respondent.

17
18 **PARTIES**

19 1. Reji Varghese (Complainant) brings this Accusation solely in his official capacity as
20 the Executive Director of the Medical Board of California, Department of Consumer Affairs
21 (Board).

22 2. On or about March 21, 2019, the Medical Board issued Physician's and Surgeon's
23 Certificate Number A 161443 to Hitu Khaira, M.D. (Respondent). The Physician's and Surgeon's
24 Certificate was in full force and effect at all times relevant to the charges brought herein and will
25 expire on March 31, 2025, unless renewed.

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1 **COST RECOVERY**

2 7. Section 125.3 of the Code provides, in pertinent part, that the Board may request the
3 administrative law judge to direct a licensee found to have committed a violation or violations of
4 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
5 enforcement of the case. If a case settles, recovery of investigation and enforcement costs may be
6 included in a stipulated settlement.

7 **FACTUAL ALLEGATIONS**

8 8. On December 20, 2017, Respondent entered into an Agreement of Care, Counseling
9 and Treatment (CCT Agreement) with the Illinois Department of Financial and Professional
10 Regulation, Division of Professional Regulation (Department) regarding her health treatment since
11 September 2016, following the death of her father.

12 9. The CCT Agreement conditions required from Respondent, among other conditions, to
13 submit various quarterly reports to the Department relating to Respondent's condition, prognosis,
14 employment, and other information. As a condition of the CCT Agreement, Respondent agreed to
15 appear before the Illinois State Medical Board prior to the termination of the CCT Agreement, or
16 for any request to modify the terms of the CCT Agreement including for any early termination or
17 change of residence.

18 10. As a condition of the CCT Agreement, Respondent agreed to the following:

19 "Respondent agrees that if the Respondent violates any condition of this Agreement,
20 the Director of the Division of Professional Regulation may issue an Order forthwith
21 mandating the automatic, immediate, and indefinite suspension of Respondent's
22 Illinois Physician and Surgeon License for a minimum of twelve (12) months. This
23 indefinite suspension shall not preclude the Department from taking any other
24 disciplinary or other actions it deems appropriate. In the event Respondent contests
25 in writing (by the filing of an appropriate petition with the Department) the factual
26 basis underlying said indefinite suspension within fifteen (15) days of the imposition
27 thereof, then Respondent shall be afforded a hearing on the merits within thirty (30)
28 days from filing of said petition."

25 11. Upon review of the CCT Monitoring file of Respondent, the Chief Medical Coordinator
26 found that the Department stopped receiving the quarterly reports required by the CCT Agreement
27 on February 8, 2019, and that Respondent had not appeared before the Illinois State Medical Board
28 to explain the situation or request modification or termination of the CCT Agreement.

1 Consequently, the Chief Medical Coordinator concluded that Respondent was in violation of the
2 terms and conditions of the CCT Agreement since February 8, 2019.

3 12. Respondent did not submit quarterly reports as required by the CCT Agreement since
4 February 8, 2019, and did not appear before the Illinois State Medical Board to explain or justify
5 noncompliance with the reporting duties pursuant to the CCT Agreement or to request modification
6 or termination of the CCT Agreement. Accordingly, on September 13, 2022, the Department issued
7 an order indefinitely suspending Respondent's Illinois State Physician and Surgeon License for a
8 minimum period of twelve (12) months. A copy of this order and related exhibits are attached as
9 Exhibit A and incorporated by reference herein.

10 **FIRST CAUSE FOR DISCIPLINE**

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

12 13. The allegations set forth in Paragraphs 8 through 12 are incorporated by reference as if
13 fully set out herein.

14 14. By reason of the facts stated in Paragraphs 8 through 12 above, Respondent is subject
15 to disciplinary action under sections 141 and 2305 of the Code (out-of-state discipline).

16 **PRAYER**

17 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
18 and that following the hearing, the Medical Board of California issue a decision:

19 1. Revoking or suspending Physician's and Surgeon's Certificate Number A 161443,
20 issued to Respondent Hitu Khaira, M.D.;

21 2. Revoking, suspending or denying approval of Respondent Hitu Khaira, M.D.'s
22 authority to supervise physician assistants and advanced practice nurses;

23 3. Ordering Respondent Hitu Khaira, M.D., to pay the Board the costs of the
24 investigation and enforcement of this case, and if placed on probation, the costs of probation
25 monitoring; and

26 4. Taking such other and further action as deemed necessary and proper.

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DATED: MAR 04 2025



REJI VARGHESE
Executive Director
Medical Board of California
Department of Consumer Affairs
State of California
Complainant

SF2025300815
Accusation - Medical Board.docx

Exhibit A

STATE OF ILLINOIS
DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION
DIVISION OF PROFESSIONAL REGULATION

DIVISION OF PROFESSIONAL REGULATION
OF THE ILLINOIS DEPARTMENT OF FINANCIAL
AND PROFESSIONAL REGULATION, Complainant,

v.

Hitu Khaira, M.D.,
License No. 036.139568,

Respondent.

Case No. 2017-06752

ORDER

This matter having come before the Director of the Division of Professional Regulation of the Illinois Department of Financial and Professional Regulation for the automatic, indefinite and immediate Suspension of the Illinois Physician and Surgeon License of Hitu Khaira, M.D. ("Respondent"), for a minimum period of twelve (12) months.

Now therefore I, Cecilia Abundis, Director of the Division of Professional Regulation of the Illinois Department of Financial and Professional Regulation, after reviewing this matter and the exhibits attached hereto and referenced herein, do hereby find:

1. I have jurisdiction of the parties and subject matter herein;
2. On December 20, 2017, Respondent entered into an Agreement of Care, Counseling and Treatment ("CCT Agreement") with the Department after information came to the Department's attention regarding Respondent's treatment for depression since September 2016, following the death of her father. A copy of said CCT Agreement is attached hereto and incorporated by reference herein as Dept. Exhibit 1;
3. The CCT Agreement conditions require from Respondent, among other conditions, to submit various quarterly reports to the Department relating to Respondent's condition, prognosis, employment, and other information. See *Dept. Exhibit 1, Paragraph A, subparagraphs (4), (5) (7), (8), and (9)*;
4. As a condition of the CCT Agreement, Respondent agreed to appear before the Illinois State Medical Board prior to the termination of the CCT Agreement, or for any request to modify the

terms of the CCT Agreement including for any early termination or change of residence. *See Dept. Exhibit 1, Paragraphs D and F;*

5. As a condition of the CCT Agreement, Dept. Exhibit 1, Paragraph C, Respondent agreed to the following:

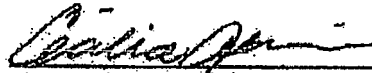
Respondent agrees that if the Respondent violates any condition in this Agreement, the Director of the Division of Professional Regulation may issue an Order forthwith mandating the automatic, immediate, and indefinite suspension of Respondent's Illinois Physician and Surgeon License for a minimum of twelve (12) months. This indefinite suspension shall not preclude the Department from taking any other disciplinary or other actions it deems appropriate. In the event Respondent contests in writing (by the filing of an appropriate petition with the Department) the factual basis underlying said indefinite suspension within fifteen (15) days of the imposition thereof, then Respondent shall be afforded a hearing on the merits within thirty (30) days from filing of said petition.

6. On September 7, 2022, Shami Goyal, M.D., Chief Medical Coordinator of the Illinois Department of Financial and Professional Regulation, Division of Professional Regulation, reviewed the file of Respondent's compliance with the terms and conditions of the CCT Agreement in Case No. 2017-06572.
7. Upon review of the CCT Monitoring file of Respondent, the Chief Medical Coordinator found that the Department stopped receiving the quarterly reports required by the CCT Agreement on February 8, 2019, and that Respondent has not appeared before the Illinois State Medical Board to explain the situation or request modification or termination of the CCT Agreement. Consequently, the Chief Medical Coordinator concluded that Respondent is in violation of the terms and conditions of the CCT Agreement for Case No. 2017-06572 since February 8, 2019. A copy of the Affidavit of Shami Goyal, M.D., is attached hereto and incorporated by reference herein as Dept. Exhibit 2.
8. Respondent has not submitted quarterly reports as required by the CCT Agreement since February 8, 2019.
9. Respondent has not appeared before the Illinois State Medical Board to explain or justify non-compliance with the reporting duties pursuant the CCT Agreement, or to request modification or termination of the CCT Agreement.

Now therefore, I, Director Cecilia Abundis, do hereby find Respondent is in violation of the CCT Agreement. It is therefore Ordered that Respondent's Illinois Physician and Surgeon License No. 036.139568, is Indefinitely Suspended for a minimum period of twelve (12) months.

DATED THIS 13th day of September, 2022.

ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION
SECRETARY MARIO TRETO, JR.



Director Cecilia Abundis
Division of Professional Regulation

Case No. 2017-06752
License No. 036.139568

**STATE OF ILLINOIS
DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION
DIVISION OF PROFESSIONAL REGULATION**

DEPARTMENT OF FINANCIAL AND	)	
PROFESSIONAL REGULATION of the	)	
State of Illinois,	)	
Complainant,	)	
v.	)	No. 2017-06752
HITU KHAIRA, M.D.,	)	
License No. 036.139568,	)	
Respondent.	)	

AGREEMENT OF CARE, COUNSELING AND TREATMENT

The following Agreement is being entered into between HITU KHAIRA, M.D., ("Respondent"), the Illinois Department of Financial and Professional Regulation ("Department"), and the Medical Disciplinary Board of the State of Illinois ("Board"). This Agreement is not a disciplinary action, and shall not be used in any proceeding other than in a proceeding resulting from a violation of its terms and conditions.

STIPULATIONS

Respondent currently holds Illinois Physician and Surgeon License No. 036.139568. Respondent notified the Department in her 2017 renewal application for her Physician and Surgeon License that she was under treatment for depression since September 2016, following the death of her father. Respondent underwent in-patient care for approximately one (1) week, where she attended Cognitive-Behavioral Therapy ("CBT") courses and learned skills to cope with her grief. Respondent has been under treatment with a psychiatrist since her diagnoses and is being monitored for medications.

An informal conference was held on November 1, 2017, at the Chicago office of the Department. Respondent appeared in person. Joseph Szokol, M.D., appeared on behalf of the Board. Sarah M. Lipinski, Staff Attorney, appeared on behalf of the Department. During the

conference, Respondent provided relevant information regarding her treatment for depression, along with information regarding her background, support system, and current employment status.

Respondent acknowledges that she may have been impaired in the past and that her failure to comply with the terms and conditions of this Agreement shall constitute evidence that she is unable to practice as a physician in the State of Illinois with reasonable skill, safety and judgment. Respondent understands that failure to comply with this Agreement could result in the formal prosecution of her Illinois Physician and Surgeon License as detailed below.

The Department and Board acknowledge that compliance with this Agreement shall constitute rebuttable evidence that there is no impairment that prevents Respondent from practicing as a Physician and Surgeon in the State of Illinois with reasonable skill, safety and judgment.

CONDITIONS

WHEREFORE, the Department, through Sarah M. Lipinski, Staff Attorney, and Hitu Khaira, M.D., Respondent, agree:

- A. That upon approval of this Agreement of Care, Counseling and Treatment, the Physician and Surgeon License No. 036.139568 of Hitu Khaira, M.D., shall be subject to the following conditions for a minimum of five (5) years:
 1. Respondent shall abstain from the consumption of alcohol and/or use of mood altering and/or psychoactive drugs, except those prescribed by a primary care and/or treating physician;
 2. Respondent shall not treat herself, nor prescribe any Controlled Substances and/or mood altering substances for herself and/or any of her family members and/or friends;

3. Respondent shall authorize in writing the release of any and all information regarding her treatment to the Illinois Department of Financial and Professional Regulation during the entire term of this Agreement of Care, Counseling and Treatment necessary for use by the Medical Disciplinary Board or any other Department designee to obtain copies of treatment records and authorize the Department's designee to discuss Respondent's case with her treating physician(s) and/or physician(s) holding Respondent's treatment records;
4. Respondent shall request that her Employer(s), and/or Chief Medical Officer or CEO, submit quarterly reports to the Medical Coordinator regarding Respondent's work performance, any absences and any concerns regarding Respondent's practice of medicine;
5. Respondent shall secure a primary care physician and shall request that he/she submit quarterly reports to the Department regarding the Respondent's condition, prognosis, and any medication prescribed;
6. Respondent shall secure a licensed and board certified mental health provider and shall continue to seek treatment at the frequency determined by the provider:
 - a. If Respondent's secured mental health provider is a psychiatrist, Respondent shall request that her psychiatrist submit quarterly reports to the Medical Coordinator regarding Respondent's condition, prognosis, and any medications prescribed;
 - b. If Respondent's secured mental health provider is a psychologist, Respondent shall request that her psychologist submit quarterly reports to the Medical Coordinator regarding Respondent's condition and prognosis;
 - c. If Respondent's secured mental health provider is a therapist, Respondent shall request that her therapist submit quarterly reports to the Medical Coordinator regarding Respondent's condition and prognosis;

- d. Respondent may petition the Medical Coordinator to decrease the frequency of counseling visits with the concurrence of her mental health provider.
7. Respondent shall submit personal statements on a quarterly basis to the Medical Coordinator which include the following information: (i) current residential address and contact telephone number; (ii) current practice location, scope and description of clinical job duties, attendance record and any and all issues arising out her practice of medicine; (iii) name of CMO or CEO at Respondent's hospital and/or name of employer(s); (iv) information regarding any arrests, criminal, or civil actions filed, including DUI and/or other similar offenses against Respondent; and (v) current treatment progress, including medications prescribed, and the name of her current physicians and therapists.
8. All reports required to be submitted to the Department pursuant to this Agreement of Care, Counseling and Treatment shall be submitted to the Department's Medical Coordinator for review at the following address:

**Chief Medical Coordinator
Illinois Department of Financial and Professional Regulation
100 W. Randolph Street, 9th Floor
Chicago, Illinois 60601**

9. All reports required to be submitted under the terms of this Agreement, shall be filed with the Medical Coordinator no later than February 10th, May 10th, August 10th, and November 10th of each year for the duration of this Agreement.
10. For the duration of Respondent's Agreement of Care, Counseling and Treatment, Respondent shall not place her Physician and Surgeon License on inactive status or allow her Physician and Surgeon License to lapse into non-renewed status without the Medical Disciplinary Board's permission.

11. Respondent must immediately notify the Department of any relapses in her condition and/or any issues that may arise which involve patient care.
- B. This Agreement is not a formal discipline, is not reportable to a National Practitioner Data Bank and shall not be disclosed to the general public.
- C. Respondent agrees that if the Respondent violates any condition in this Agreement, the Director of the Division of Professional Regulation may issue an Order forthwith mandating the automatic, immediate and indefinite suspension of Respondent's Illinois Physician and Surgeon License for a minimum of twelve (12) months. This indefinite suspension shall not preclude the Department from taking any other disciplinary or other actions it deems appropriate. In the event Respondent contests in writing (by the filing of an appropriate petition with the Department) the factual basis underlying said indefinite suspension within fifteen (15) days of the imposition thereof, then Respondent shall be afforded a hearing on the merits within thirty (30) days from filing of said petition.
- D. Respondent must appear before the Medical Disciplinary Board prior to the termination of this Agreement of Care, Counseling and Treatment.
- E. Respondent may not request termination of this Agreement, other than through the exception listed in Condition F, prior to the completion of Respondent's designated Aftercare Program.
- F. Respondent must appear before the Medical Disciplinary Board for any request to modify the terms of this Agreement and/or for any early termination request, including but not limited to where the Respondent is moving to another state and intends to continue an Agreement of Care, Counseling and Treatment in that state.
- G. Following approval by the Medical Disciplinary Board, Respondent consents and agrees to accept electronic service of this fully executed Agreement of Care, Counseling and Treatment

via email, in lieu of certified or registered mail. Service shall be made upon Respondent's email address.

H. This Agreement shall become effective immediately after it is approved by the Board

DEPARTMENT OF FINANCIAL AND
PROFESSIONAL REGULATION
of the State of Illinois

12/15/17
DATE

[Signature]
Sarah M. Lipinski
Staff Attorney

12/15/2017
DATE

[Signature]
Ihu, Khara, M.D.
Respondent

12/20/17
DATE

[Signature]
Member
Medical Disciplinary Board

The foregoing Agreement of Care, Counseling and Treatment is approved in full.

DATED THIS 20th day of December, 2017

Ref: Case No. 2017-06752
License No. 036,139568

**STATE OF ILLINOIS
DEPARTMENT OF FINANCIAL AND PROFESSIONAL
REGULATION DIVISION OF PROFESSIONAL REGULATION**

DIVISION OF PROFESSIONAL REGULATION
OF THE ILLINOIS DEPARTMENT OF FINANCIAL
AND PROFESSIONAL REGULATION, Complainant.

v.

Hitu Khafra, M.D.,
License No. 036.139568,

Respondent.

Case No. 2017-06752

AFFIDAVIT OF Shami Goyal, M.D.

I, Shami Goyal, M.D., being duly sworn on oath, depose and make this Affidavit on my personal knowledge and, if sworn as a witness in this matter, I would competently testify to the following facts:

1. I am a Physician licensed to practice medicine in the State of Illinois. I have been a licensed Physician in Illinois for approximately 4 years.
2. I am currently the Chief Medical Coordinator of the Illinois Department of Financial and Professional Regulation, Division of Professional Regulation ("Department").
3. As the Chief Medical Coordinator of the Department, it is within my duties to supervise a Care, Counseling and Treatment ("CCT") Program for Illinois Physicians that are monitored by the Department.
4. On December 20, 2017, Hitu Khafra, M.D., ("Respondent"), Illinois Physician and Surgeon License No. 036.139568, entered into an Agreement of Care, Counseling and Treatment ("CCT Agreement") with the Department.
5. On September 7, 2022, I reviewed the CCT Monitoring file of Respondent and found that the Department stopped receiving the quarterly reports required by the CCT Agreement since February 8, 2019, and that Respondent has not appeared before the Illinois State Medical Board to explain the situation or request modification or termination of the CCT Agreement.
6. The CCT Agreement conditions require from Respondent, among other conditions, to submit various quarterly reports to the Department relating to Respondent's condition, prognosis, employment, and other information.
7. The CCT Agreement conditions require from Respondent to appear before the Illinois State Medical Board prior to the termination of, or any modification to, the CCT Agreement, including in situations where Respondent is moving to another state.

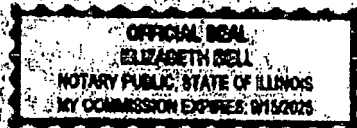
Exhibit 2

8. Upon review of the CCT Monitoring file of Respondent, and for the reasons previously stated, I conclude that Respondent is in violation with the terms and conditions of the CCT Agreement for Case No. 2017-06572 since February 8, 2019

FURTHER AFFIANT SAYETH NAUGHT

Shami Goyal

Affiant



Subscribed and sworn to before me

This 7th day of September 2022.

Elizabeth Bell
NOTARY PUBLIC