

1 been met, Respondent may request, in writing, release and/or modification of this Interim
 2 Consent Agreement. The Executive Director, in consultation with and agreement of the
 3 Lead Board Member and the Chief Medical Consultant, has the discretion to determine
 4 whether it is appropriate to release Respondent from this Interim Consent Agreement.

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

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

12 5. The Board retains jurisdiction and may initiate new action based upon any
 13 violation of this Interim Consent Agreement, including, but not limited to, summarily
 14 suspending Respondent's license.

15 6. This Interim Consent Agreement shall be effective on the date signed by the
 16 Board's Executive Director.

17 DATED this 7th day of December, 2015.

18 ARIZONA MEDICAL BOARD

19 By Patricia E. McSorley
 20 Patricia E. McSorley
 21 Executive Director

22 **RECITALS**

23 Respondent understands and agrees that:
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- 1 1. The Board, through its Executive Director, may adopt this Interim Consent
2 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
3 504.
- 4 2. Respondent has read and understands this Interim Consent Agreement as
5 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
6 with an attorney or has waived the opportunity to discuss this Interim Consent Agreement
7 with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and
8 by doing so agrees to abide by all of its terms and conditions.
- 9 3. By entering into this Interim Consent Agreement, Respondent freely and
10 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
11 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or
12 any other administrative and/or judicial action, concerning the matters related to the
13 Interim Consent Agreement.
- 14 4. Respondent understands that this Interim Consent Agreement does not
15 constitute a dismissal or resolution of this matter or any matters that may be currently
16 pending before the Board and does not constitute any waiver, express or implied, of the
17 Board's statutory authority or jurisdiction regarding this or any other pending or future
18 investigations, actions, or proceedings. Respondent also understands that acceptance of
19 this Interim Consent Agreement does not preclude any other agency, subdivision, or
20 officer of this State from instituting civil or criminal proceedings with respect to the conduct
21 that is the subject of this Interim Consent Agreement. Respondent further does not
22 relinquish his rights to an administrative hearing, rehearing, review, reconsideration,
23 judicial review or any other administrative and/or judicial action, concerning the matters
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1 related to a final disposition of this matter, unless he affirmatively does so as part of the
2 final resolution of this matter.

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

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

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

14 8. Respondent understands that this Interim Consent Agreement is a public
15 record that may be publicly disseminated as a formal action of the Board, and that it shall
16 be reported as required by law to the National Practitioner Data Bank.

17 9. Respondent understands that this Interim Consent Agreement does not
18 alleviate his responsibility to comply with the applicable license-renewal statutes and rules.
19 If this Interim Consent Agreement remains in effect at the time Respondent's allopathic
20 medical license comes up for renewal, he must renew his license if Respondent wishes to
21 retain his license. If Respondent elects not to renew his license as prescribed by statute
22 and rule, Respondent's license will not expire but rather, by operation of law (A.R.S. § 32-
23 3202), become suspended until the Board takes final action in this matter. Once the
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1 Board takes final action, in order for Respondent to be licensed in the future, he must
 2 submit a new application for licensure and meet all of the requirements set forth in the
 3 statutes and rules at that time.

4 10. Respondent understands that any violation of this Interim Consent
 5 Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(r) (“[v]iolating a
 6 formal order, probation, consent agreement or stipulation issued or entered into by the
 7 board or its executive director under this chapter”).

8 11. ***Respondent understands and agrees to the terms of this Interim***
 9 ***Consent Agreement.***

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 11 
 12 _____
 JAMES JEFFREY CHIEN, M.D.

DATED: December 7, 2015

13 EXECUTED COPY of the foregoing e-mailed
 14 this 7th day of December, 2015 to:

15 James Jeffrey Chien, M.D.
 16 Address of Record

17 Robert J. Milligan, Esq.
 18 Address of Record

19 ORIGINAL of the foregoing filed
 this 7th day of December, 2015 with:

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

22 

 Arizona Medical Board Staff

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