

BEFORE THE IOWA BOARD OF VETERINARY MEDICINE

IN THE MATTER OF:)
) CASE NO. 19-005
STEPHANIE OLSON, D.V.M.,)
)
RESPONDENT.) **COMBINED STATEMENT OF CHARGES,**
) **SETTLEMENT AGREEMENT, AND FINAL**
) **ORDER**
)
)
)

COME NOW the Iowa Board of Veterinary Medicine (“Board”) and Stephanie Olson, D.V.M. (“Respondent”), and hereby enter into this Combined Statement of Charges, Settlement Agreement and Final Order (“Agreement”) pursuant to Iowa Code sections 17A.10(2) and 272C.3(4), and 811 Iowa Admin. Code 10.9.

A. STATEMENT OF CHARGES

1. Respondent was issued Iowa license 8029 on April 21, 2014. Respondent’s license is currently active and will next expire on June 30, 2020.
2. Respondent’s address as reported to the Board is 735 Hart Avenue, Des Moines, Iowa 50315.
3. The Board has jurisdiction in this matter pursuant to Iowa Code chapters 17A, 169 and 272C.

Count I

4. Respondent is charged with knowingly making misleading, deceptive, untrue, or fraudulent representation in the practice of the profession in violation of Iowa Code section 169.13(1)(a).

Count II

18. Respondent agrees to pay to the Board a civil monetary penalty of \$2,000.00.

However, this penalty shall be waived if Respondent complies with the drug testing protocol set forth in Paragraph 20 and receives twelve (12) consecutive monthly testing results that are negative for any substance identified in Paragraph 20(g). If the civil penalty becomes due under this Paragraph, Respondent shall remit full payment of the civil monetary penalty within 30 days of notice from the Board. Payment of the civil penalty shall be made in the form of a money order or check made payable to the State of Iowa and mailed to the Iowa Board of Veterinary Medicine (Wallace Bldg), Animal Industry Bureau, 502 E. 9th Street, Des Moines, Iowa 50319.

19. Respondent shall, at her sole expense, take the following on-line courses, formerly offered by Iowa State University's College of Veterinary Medicine, from Drip.Vet: Veterinary Law and Ethics; and, once available, Opiate Prescribing¹ (*available at <https://dripvet1.teachable.com/courses>*), or other equivalent courses as approved by the Board. The Veterinary Law and Ethics and Opiate Prescribing course hours shall be taken in addition to the hours normally required for license renewal for any triennium. The Veterinary Law and Ethics course must be taken within 30 days of the date this Order is executed by the Board. The Opiate Prescribing course shall be completed prior to March 1, 2020, or within three (3) months of the course becoming available, whichever is later. Respondent shall provide written documentation of successful completion of the Veterinary Law and Ethics course and Opiate Prescribing course within fifteen (15) days of completion of the respective course.

¹ Drip.Vet indicates the course is "Coming Soon." (See <https://dripvet1.teachable.com/courses>).

20. Respondent shall not consume alcohol, deviate from the therapeutic use of prescribed medications, or use illicit drugs. Respondent shall immediately provide body fluid specimens upon request of the Board or its designee. Respondent agrees to the following drug testing protocol:

- a. Respondent shall fully cooperate with random testing through an automated notification system via FirstSource;
- b. Respondent shall sign all necessary releases with FirstSource to assure the Board may communicate directly with FirstSource concerning Respondent's participation;
- c. Respondent shall sign all necessary releases with FirstSource to assure the Board that it can have access to all of Respondent's drug testing results;
- d. Respondent agrees to submit to random testing on a monthly basis for a period of twelve (12) consecutive months;
- e. The monthly testing shall commence during the month following the Board's approval of this Agreement;
- f. If a test result shows Respondent tested positive for any substance identified in subparagraph (g) of this section, the twelve (12) consecutive months of testing shall begin anew, commencing on the month following the positive result;
- g. The testing panel shall include Panel D, Alcohol, and ETG; and
- h. All costs of chemical screening shall be paid by Respondent.

Respondent shall complete any agreement or contract with FirstSource necessary for the drug testing outlined herein within thirty (30) days from the date the Board approves this Agreement.

21. Respondent's license shall be put on probation for a period of three (3) years from the date this Order is executed. While on probation, Respondent shall submit quarterly reports to the Board (on January 5, 2020, April 5, 2020, July 5, 2020, October 5, 2020, January 5, 2021, April 5, 2021, July 5, 2021, October 5, 2021, January 5, 2022, April 5, 2022, July 5, 2022, and October 5, 2022) which include information regarding his/her compliance with this Agreement as set forth in the attached quarterly report template (Attachment A).

22. This Combined Statement of Charges, Settlement Agreement and Final Order constitutes the resolution of a contested case proceeding.

23. By entering into this Agreement, Respondent voluntarily waives any rights to a contested case hearing on the allegations contained in the Agreement and Order and voluntarily waives any objections to the terms of the Agreement and Order, including the right to appeal.

24. This Agreement and Order is voluntarily submitted by Respondent to the Board for consideration.

25. Respondent acknowledges she has a right to be, and is, represented by counsel in this matter.

26. Respondent agrees that counsel for the State may present this Agreement and Order ex parte to the Board.

27. This Agreement and Order is subject to approval of the Board. If the Board fails to approve this Agreement and Order it shall be of no force or effect to either party.

28. This Agreement and Order shall be part of Respondent's permanent record and shall be considered by the Board in determining the nature and severity of any disciplinary action to be imposed in the event of any future violation.

29. In the event Respondent violates or fails to comply with any of the terms of this Agreement and Order, the Board may initiate appropriate action to revoke or suspend Respondent's licenses or to impose other licensee discipline in accordance with Iowa Code section 272C.3(2)(a).

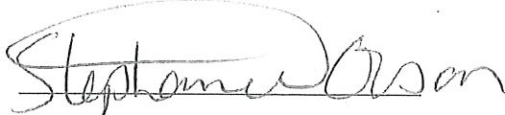
30. This Agreement and Order is a public record available for inspection and copying upon execution of the Agreement and Order in accordance with the requirements of Iowa Code chapter 22 and 272C.

31. The Board's approval of this Agreement and Order shall constitute a FINAL

ORDER of the Board.

WHEREFORE, the terms and conditions of this Combined Statement of Charges, Settlement Agreement, and Final Order are agreed to and accepted by the Iowa Board of Veterinary Medicine and the Respondent.

Respondent



STEPHANIE OLSON, D.V.M.

12-7-19

Date

Iowa Board of Veterinary Medicine



CHAIRPERSON

12-19-2019

Date

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