BEFORE THE IOWA BOARD OF SOCIAL WORK

IN THE MATTER OF:	)	CASE NUMBER: 07-009
	)	
DALE CLIFFORD GREEDY,	)	**SETTLEMENT AGREEMENT AND FINAL ORDER**
	)	
Respondent.	)	

COME NOW the Iowa Board of Social Work ("Board") and Dale Clifford Greedy ("Respondent"), and pursuant to Iowa Code sections 17A.10 and 272C.3(4), enter into the following Settlement Agreement and Final Order of the contested case currently on file.

1. Respondent is licensed to practice as a master social worker in the state of Iowa. Respondent was issued license number 304 03080 to practice as a social worker in the state of Iowa on March 2, 1998.

2. Respondent's current address as reported to the Board is 208 Fletcher, Sidney, Iowa, 51652.

3. A Notice of Hearing and Statement of Charges was filed against the Respondent on May 28, 2009, and the initial hearing in this matter was continued upon request of both parties. The Respondent does not admit the allegations contained in the Notice of Hearing and Statement of Charges and enters into this Settlement Agreement and Final Order for the sole purpose of resolving this matter to avoid the burden, expense, delay, and uncertainties of a contested case hearing.

4. The Board has jurisdiction over the parties and subject matter of the Notice of Hearing and Statement of Charges.

5. Execution of this Settlement Agreement and Final Order constitutes the

resolution of this contested case. Respondent has a right to a hearing on the charges, but waives Respondent=s right to hearing and all attendant rights, including the right to appeal, by freely and voluntarily agreeing to this Settlement Agreement and Final Order. Once entered, this Order shall have the force and effect of a disciplinary order entered following contested case hearing.

6. Respondent is freely and voluntarily entering into this Settlement Agreement and Final Order. Respondent agrees that the State's counsel may present this agreement to the Board and may have ex parte communication with the Board while presenting this agreement.

7. This agreement is subject to approval of the Board. If the Board approves this agreement, it becomes the final disposition of this matter. If the Board fails to approve this agreement, it shall be of no force or effect to either party.

8. This agreement shall be part of the 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 violations.

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

10. This Settlement Agreement and Final Order is a public record available for inspection and copying in accordance with the requirements of Iowa Code chapters 22 and 272C. The Notice of Hearing and Statement of Charges is also a public record available for inspection and copying in accordance with the requirements of Iowa Code

chapters 17A, 22 and 272C.

11. The Board's approval of this Settlement Agreement and Final Order shall constitute a FINAL ORDER of the Board.

IT IS THEREFORE ORDERED:

12. Respondent's license is hereby suspended for a period of thirty (30) days, effective August 8, 2011, to and including September 6, 2011. During the entire period of suspension, the Respondent shall not utilize any designation, abbreviation, or title which implies that Respondent is licensed to practice social work or otherwise hold himself out to be a licensed social worker. During the entire period of suspension, Respondent shall not engage in any activity or practice of social work in the state of Iowa for which a license is required.

13. Following the period of suspension, Respondent's license shall be placed on probation for a period of two (2) years, subject to the following terms and conditions:

a. Civil Penalty. Respondent shall remit to the Board a civil penalty in the amount of five hundred dollars ($ 500.00) made payable to Treasurer, State of Iowa, within one hundred and eighty (180) days of the date of this agreement.

b. Billing and Record Keeping. Respondent shall bill only for services which have been provided. Respondent shall maintain sufficient, timely, and accurate records which reflect the client's contact with Respondent and the services provided. Respondent shall maintain, store, and retain all client records in accordance with state and federal statutes, rules, and regulations, and within the guidelines of Respondent=s employer.

c. Plan of Supervision. Respondent shall, at least thirty (30) days prior to

returning to the practice of social work, submit a written plan for supervision to the Board for its approval. The plan shall include the names and curriculum vitae of two proposed supervisors. The proposed supervisors shall be licensed independent social workers, one of whom will be selected by the Board to serve as a practice supervisor for Respondent. The approved supervisor will be provided a copy of the Notice of Hearing and Statement of Charges, the investigative file, and this agreement. The plan of supervision shall include a plan for the practice supervisor to review a random selection of Respondent's appointment records and client case records to ensure that Respondent is complying with paragraph 13(b) of this agreement. The supervisor shall provide quarterly written reports to the Board indicating the Respondent's compliance or lack of compliance with this agreement no later than January 1, April 1, July 1, and October 1 of each year of the probation. All costs associated with the supervision shall be the responsibility of Respondent.

d. Continuing Education. Respondent shall attend nine (9) hours of continuing education in the area of record keeping and nine (9) hours of continuing education in the area of ethics within the period of probation. Such hours shall be in addition to the standard continuing education renewal requirements. The continuing education programs shall be programs that have been approved by the ASWB Approved Continuing Education (ACE) Program or the National Association of Social Workers (NASW) Continuing Education Unit (CEU) Approval Program. Prior to attending the continuing education program, the Respondent shall submit the name of the course(s) and the course content to the Board for its approval.

e. Respondent was convicted of Drunken Driving 3rd offense and was

sentenced on November 25, 2009, in violation of 645 IAC 283.2(6) and 283.2(12). Respondent shall follow all treatment and aftercare recommendations made by the facility at which Respondent received his alcohol and drug assessment and treatment. In addition, Respondent shall comply with the following terms and conditions:

i. Abstinence from drugs and alcohol. Respondent shall not consume alcohol. Respondent shall not use any controlled or prescription drug in any form unless the controlled or prescription drug has been prescribed for his use by a licensed treating physician or other qualified treating health care provider. Respondent shall inform any treating physician or other treating health care provider of his history of substance abuse prior to receiving any prescription drug. Respondent shall provide the board written notice within 72 hours of the use of any controlled or prescription drug.

ii. Chemical screening. Respondent shall participate in the Board's chemical screening program. Respondent shall complete enrollment in the Board's chemical screening program within 30 days of the execution of this agreement. Respondent shall provide random blood or urine specimens when required. Respondent agrees to comply with all requirements of the chemical screening program, and shall be responsible for payment of all expenses he incurs through that program.

iii. Aftercare meeting attendance. Respondent shall continue to remain in contact with and follow through with a PTSD support

group which he was required to use as ordered by the Court relating to the sentence of November 25, 2009. Such support group will be utilized by Respondent according to his needs and as recommended by his substance abuse/aftercare counselor.

iv. Substance abuse / aftercare counselor and reports. Respondent shall submit to the Board for its approval the name of a substance abuse or aftercare counselor. Upon approval by the Board, this counselor shall submit a proposed treatment plan within thirty (30) days of the date that this counselor is approved by the Board. Respondent shall continue to meet with this counselor as recommended by his counselor until discharged from counseling and until his discharge from counseling is approved by the Board. Respondent shall ensure his counselor submits quarterly written reports to the Board concerning his treatment progress no later than January 1, April 1, July 1 and October 1 of each year of probation.

v. Notification of employer. Respondent shall provide his present and any future employer a copy of the Notice of Hearing and Statement of Charges, and this Settlement Agreement and Final Order. Respondent shall within ten days of the date of this agreement provide the Board with written verification from his current employer this notification has occurred. This written verification shall be provided to the Board within ten days of employment with any new employer.

vi. Worksite monitor and reports. Respondent shall submit to the

Board for its approval the name of a worksite monitor, who is another health care professional who regularly observes and/or supervises Respondent in his practice as a social worker. Respondent shall provide the worksite monitor a copy of the Notice of Hearing and Statement of Charges and this Settlement Agreement and Final Order. Respondent shall ensure his worksite monitor submits quarterly written reports to the Board concerning his practice no later than January 1, April 1, July 1 and October 1 of each year of the probation. Respondent shall have the worksite monitor sign an agreement to report to the Board any suspected impairments or violations of the law governing social work practice required by this section, as well as to provide the quarterly reports required in this section. Respondent shall submit the signed agreement within ten days of the date of this agreement, of new employment, or of a change in worksite monitor if the current worksite monitor cannot fulfill the obligations specified in this section. The same individual may serve as Respondent's practice supervisor pursuant to section 13(c) and Respondent's worksite monitor pursuant to this section if Respondent submits the same individual and the Board approves such plan.

f. Licensee reports. Respondent shall file sworn quarterly reports with the Board attesting to his compliance with all the terms and conditions of this Settlement Agreement and Final Order. The report shall detail each condition of this agreement and how the Respondent has complied with the requirement. The reports shall be filed no later than January 1, April 1, July 1, and October 1 of each year of the Respondent's

probation.

g. Board appearances. Upon request of the Board, Respondent shall appear before the Board to report on the status of his probation and recovery and to answer any questions or concerns the Board may have regarding his practice as a social worker. Respondent shall be given reasonable notice of the date, time and location for the appearances. Respondent agrees that any appearance is governed by 645 IAC 9.7 and waives any objection to the Board members participating in the appearance and later participating as decision makers in a contested case hearing.

h. Change in practice address or status. Respondent agrees to notify the Board in writing prior to any change in his practice address or status. Failure to notify the Board within fifteen days of a change in employment status shall constitute a violation of this agreement.

i. Obey all laws. Respondent shall obey all federal, state and local laws, and all rules governing the practice of social work in Iowa.

j. Residence or practice outside Iowa. In the event Respondent leaves Iowa to reside or practice outside the state, he shall notify the Board in writing of the dates of departure and return. Periods of residence or practice outside the state of Iowa will not apply to the duration of the Settlement Agreement and Final Order.

k. Periods of Non-practice. In the event Respondent is not engaged in the practice of social work, he shall notify the Board in writing of the fact that he is not engaged in the practice of social work. During periods of time in which Respondent is not engaged in the practice of social work, Respondent is not required to comply with

the terms and conditions of section 13(c) and section 13(e)(vi) of this agreement. Periods of time during which Respondent is not engaged in the practice of social work will not apply towards the two year period of probation contained in this agreement.

l. Termination of probation. Upon full compliance with the terms and conditions for probation set forth in this Settlement Agreement and Final Order, the Respondent's probation shall be terminated.

This Settlement Agreement and Final Order is approved by the Board August 8, 2011.