



STATE OF NEVADA
BOARD OF EXAMINERS FOR SOCIAL WORKERS

4600 Kietzke Lane — C - 121
Reno, Nevada 89502
(775) 688-2555

October 16, 2003

Lorne J. Malkiewich, Director
Legislative Counsel Bureau
401 South Carson Street
Carson City, NV 89701-4747

Dear Mr. Malkiewich:

Pursuant NRS 622.100, the Board of Examiners for Social Workers is submitting the required quarterly disciplinary report for the period of July 1, 2003 through September 30, 2003. On July 1, 2003 the Board records reflect thirty-eight (38) active allegation files. During the quarter the Board received an additional nine (9) allegations, dismissed ten (10) allegations, and approved one (1) settlement agreement. On September 30, 2003, thirty-six (36) allegation files remained open

Attached is a copy of the settlement agreement that reflects the actual disciplinary action taken for this quarter. It should be noted that the Board assigned Deputy Attorney General resigned August 22, 2003. Once a new Deputy Attorney General is assigned to the Board, it is anticipated that further disciplinary matters will be resolved. Please feel free to call me if you have any questions.

Sincerely,

NEVADA BOARD OF EXAMINERS
FOR SOCIAL WORKERS


Rosalind Tuana
Executive Director

Enclosure

**BEFORE THE NEVADA STATE BOARD OF
EXAMINERS FOR SOCIAL WORKERS**

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IN THE MATTER OF)
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 MARYELLEN WALTZ)
 LCSW NO. 1406-C)
)
 Respondent)
 _____)

CASE NO. G01-09

SETTLEMENT AGREEMENT

The State of Nevada Board of Examiners for Social Workers ("BOARD") having jurisdiction over licensee MARYELLEN WALTZ ("WALTZ"), pursuant to NRS 641B.020; an accusation against said licensee having been received alleging violations of the Nevada statutes and regulations controlling the practice of social work; and the parties being mutually desirous of settling the controversy between them relative to the pending accusation;

IT IS HEREBY STIPULATED AND AGREED between the undersigned parties that this matter shall be settled and resolved upon the following terms:

VOLUNTARY WAIVER OF RIGHTS

WALTZ is aware of, understands, and has been advised of the effect of this Settlement Agreement, which she has carefully read and fully acknowledges WALTZ has had the opportunity to consult with competent counsel of her choice, and has in fact retained Norman J. Azevedo, Esq. as counsel in this matter.

WALTZ has freely and voluntarily entered into this Settlement Agreement, and she is aware of her rights to contest the charges pending against her. These rights include representation by an attorney at her own expense, the right to file an answer in response to a formal complaint, the right to a public hearing on any charges or allegations formally filed, the right to confront and cross-examine witnesses called to testify against her, the right to present evidence on her own behalf, the right to testify on her own behalf, the right to receive written findings of fact and conclusions of law

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1 supporting the decision on the merits of the complaint, and the right to obtain judicial
2 review of the decision. All of these rights are being voluntarily waived by WALTZ in
3 exchange for the BOARD'S acceptance of this Settlement Agreement.

4 If the Settlement Agreement is not accepted by the BOARD, no member of the
5 BOARD will be disqualified from further hearing of this matter, by reason of his or her
6 consideration of the Settlement Agreement and WALTZ hereby waives any claim of
7 bias or prejudice based upon said consideration by any member of the BOARD in any
8 subsequent disciplinary hearing conducted by the BOARD

9 JURISDICTION

10 WALTZ acknowledges that the BOARD has jurisdiction over her and the conduct
11 that has precipitated this Settlement Agreement. WALTZ acknowledges that the
12 BOARD has the legal power and authority to take disciplinary action, including, but not
13 limited to, the revocation of her license to practice social work in Nevada

14 WALTZ acknowledges that the BOARD will retain jurisdiction over this matter
15 until all terms and conditions set forth in this Settlement Agreement have been met to
16 the satisfaction of the BOARD.

17 PUBLICATION OF SETTLEMENT AGREEMENT

18 WALTZ acknowledges that at the time this Settlement Agreement becomes
19 effective, it also becomes a public document and will be reported to the Disciplinary
20 Action Reporting System (DARS) of the Association of Social Work Boards (ASWB) or
21 such other national databases as required by law. It is also understood that the
22 meeting in which the BOARD considers and accepts or rejects this Settlement
23 Agreement is open to the public and that the minutes of the BOARD meeting are a
24 public document, available for inspection by any person so requesting.

25 STIPULATED FACTS AND CONCLUSIONS OF LAW

26 WALTZ understands the nature of the allegations under consideration by the
27 BOARD She acknowledges that the conduct described below constitutes violations of
28 the Nevada Social Work Practice Act (NRS and NAC 641B) She acknowledges that if

1 this matter were to be taken to a disciplinary hearing before the BOARD, the following
2 allegations could be proven by substantial evidence and that by acknowledging the
3 same, she is subject to disciplinary action by the BOARD:

4 WALTZ was employed as a licensed clinical social worker on or about 1988
5 through the present day.

6 2. From December 1998 until March 1999, WALTZ was supervising intern HK,
7 who was a male intern

8 3 During the internship, WALTZ participated in a sexual relationship with Intern
9 HK.

10 4. This conduct violated NAC 641B.205(12) which states that a licensee shall
11 not solicit or enter into a dual relationship with a client, intern or person who is
12 supervised by the licensee if it is foreseeable that the relationship would harm
13 or exploit the client, intern or person who is supervised within 2 years after
14 the termination of the professional relationship, internship, or period of
15 supervision

16 5. This conduct also violated NAC 641B.200(5) which states that a licensee is
17 responsible for setting and maintaining professional boundaries with clients,
18 interns, and persons supervised by the licensee.

19 6 That the foregoing facts constitute grounds for initiating disciplinary action
20 pursuant to NRS 641B.400.

21 7 That pursuant to Nevada Revised Statute 641B.430(3) and (4)

22 If the Board finds the person guilty as charged in the complaint it
23 may, by order:

24 a) Place the person on probation for a specified period or until
25 further order of the board.

26 b) Administer to the person a public or private reprimand.

27 c) Limit the practice of the person to, or by exclusion of, one or
28 more specified branches of social work.

d) Suspend the license of the person to practice social work for a
specified period or until further order of the board.

e) Revoke the license of the person to practice social work.

f) Impose a fine of not more than \$5000, which must be deposited
with the state treasurer for credit to the state general fund.

1 g) Require the person to pay all costs incurred by the board
relating to the discipline of the person.

2 The order of the board may contain other terms, provisions or
3 conditions, as the board deems proper and which are not
inconsistent with law.

4 **STIPULATED ADJUDICATION**

5 WALTZ stipulates that pursuant to the authority of NRS 641B.430(3) and (4), the
6 BOARD will impose a two-year period of probation of WALTZ's license. Specifically,
7 WALTZ agrees to comply with the following conditions:

8 1. Waltz shall maintain her license number LCSW 1406-C during the
9 probationary period delineated in paragraph 3 hereinbelow.

10 2. Within forty-five (45) days of the approval and execution of this Settlement
11 Agreement, WALTZ shall pay one thousand dollars (\$1000.00) in legal and
12 investigative fees.

13 3. The period of probation shall commence upon execution of this
14 Settlement Agreement by the presiding member of the BOARD. After the probation has
15 been in effect for a minimum two-year time period, WALTZ may apply for relief from
16 probation to the BOARD. Upon application for relief from probation, WALTZ agrees to
17 meet with the President of the BOARD or his/her designee, the Executive Director and
18 BOARD counsel and prove compliance with the Settlement Agreement.

19 4. During the term of probation, WALTZ agrees to comply with the following
20 terms and conditions:

21 a. WALTZ shall obey all federal, state and local laws, insurance company
22 policies or contracts and orders of the BOARD, which are not inconsistent with this
23 Settlement Agreement, pertaining to the practice of social work in this State. Any and
24 all violations shall be reported by WALTZ to the BOARD in writing within seventy-two
25 (72) hours.

26 b. WALTZ is required to notify the BOARD in writing within seventy-two (72)
27 hours after any change in social work employment, including self-employment,
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1 consulting or volunteering. Any notification of termination shall contain a full
2 explanation of the circumstances surrounding it.

3 c. WALTZ meets monthly with a BOARD approved licensed clinical social
4 worker who will consult with WALTZ. During this period of consultation, WALTZ will
5 write, and the consultant will sign quarterly reports that must be submitted to the
6 BOARD regarding WALTZ's counseling sessions. The consultant shall be independent,
7 with no prior business, professional or personal relationship with the WALTZ. Issues to
8 be discussed in the monthly meeting and addressed in the report to the Board must
9 include:

- 10 (i) Confidentiality of files;
11 (ii) Boundaries and dual relationships;
12 (iii) Professional responsibilities to clients and staff; and
13 (iv) Use and misuse of power in client and staff relationships.

14 d. WALTZ must attend at least six hours of continuing education on the
15 issue of boundaries and ethics, and upon completion, submit a report to the BOARD
16 regarding how the education impacted WALTZ.

17 e. Within 45 days of the effective date of the Settlement Agreement, WALTZ
18 must complete a psychological evaluation showing fitness to practice social work. The
19 psychologist must be approved by the Board. A report from the psychologist showing
20 that WALTZ is fit to practice social work must be filed with the Board within 90 days of
21 the effective date of the Settlement Agreement.

22 f. WALTZ may not supervise interns for the probationary period of two
23 years.

24 g. WALTZ may not practice as a licensed CLINICAL social worker during the
25 first year of probation. WALTZ's current employment at HealthSmart will not violate this
26 prohibition to engage in private practice as delineated in this paragraph of the
27 Settlement Agreement.

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1 h. WALTZ shall receive credit toward service of her probation period only
2 while employed as a Licensed Clinical Social Worker in the State of Nevada. WALTZ's
3 current employment as Executive Director at HealthSmart will serve as employment
4 towards satisfying the employment requirement delineated in this section of the
5 Settlement Agreement.

6 5. WALTZ will be financially responsible for all requirements of this
7 Settlement Agreement, including the cost of the Board approved consultant and any
8 reasonable financial assessments by the Board for the cost of monitoring her
9 compliance or carrying out the provisions of this Settlement Agreement.

10 VIOLATION OF TERMS OF SETTLEMENT AGREEMENT

11 WALTZ understands that the BOARD may, upon thirty days notice to WALTZ,
12 convene a hearing for the limited purpose of establishing that she has, in fact, been in
13 violation of the terms of this Settlement Agreement. If such a hearing results in a
14 finding of a violation of this Settlement Agreement, the BOARD may impose any
15 penalty upon WALTZ authorized by NRS 641B.430(3), and (4) including, but not limited
16 to, revocation of her license to practice social work in the State of Nevada

17 In the event that a violation of the terms of the Settlement Agreement is alleged,
18 WALTZ agrees to surrender her license to the Executive Director, if the Executive
19 Director so requests, and refrain from practicing social work until entry of a final order of
20 the BOARD or a court of competent jurisdiction, whichever last occurs, regarding a
21 potent violation. WALTZ agrees to waive her right to appeal the substantive legal
22 basis of the original disciplinary action, which is the basis for this Settlement
23 Agreement. In the event an alleged violation of the Settlement Agreement is taken to
24 hearing and the facts which constitute the violation are determined to be not proven, no
25 disciplinary action shall be taken by the BOARD and the suspension previously ordered
26 by the BOARD shall again be operative and in full force and effect.

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ACCEPTANCE BY THE BOARD

This Settlement Agreement was presented and accepted by the BOARD with a recommendation for approval from the Attorney General's Office at its next meeting.

COMPLETE SETTLEMENT AGREEMENT

This Settlement Agreement embodies the entire agreement between the BOARD and WALTZ. It may not be altered, amended, or modified without the express written consent of the parties.

DATED this 25 day of August, 2003.

By: Maryellen Waltz
MARYELLEN WALTZ, LCSW

Norman J. Azevedo
NORMAN J. AZEVEDO, ESQ.

The foregoing Settlement Agreement between MARYELLEN WALTZ and the STATE OF NEVADA BOARD OF EXAMINERS FOR SOCIAL WORKERS in Case No. G01-09 is approved as to form and content.

BRIAN SANDOVAL
Attorney General

By: Frederick R. Olmstead
FREDERICK R. OLMSTEAD
Deputy Attorney General
Counsel to the State of Nevada Board
of Examiners for Social Workers


ORDER

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By a majority vote on the 12 day of SEPTEMBERth 2003 the State of Nevada Board of Examiners for Social Workers approved and adopted the terms and conditions set forth in the attached Settlement Agreement with Mary Ellen Waltz, LCSW.

IT IS HEREBY ORDERED AND MADE EFFECTIVE.

DATED this 12th day of September, 2003.

By: 
Dean Pierce, Ph.D., LISW, Presiding Officer

Office of the Attorney General
1325 Airmotive Way, Suite 340
Reno, Nevada 89502