

## SETTLEMENT AGREEMENT

### **A. PARTIES**

This Settlement Agreement is made by the North Dakota Board of Social Work Examiners ("Board") and Julie Rivenes ("Rivenes").

### **B. RECITALS**

The Board is authorized pursuant to North Dakota Century Code (N.D.C.C.) ch. 43-41 to license and regulate the profession of social work.

N.D.C.C. § 43-41-10 authorizes the Board to suspend, revoke, or place on probationary status any license issued by the Board on proof at a hearing that the licensed person has committed an act set forth in the law.

Rivenes is licensed to practice social work in North Dakota by the Board.

The Board found grounds to support allegations Rivenes violated North Dakota Century Code (N.D.C.C.) § 43-41-09 (9) and North Dakota Administrative Code §§ 75.5-02-03-07 and 75.5-02-06.1-04 (3), and decided to initiate a disciplinary action.

Rivenes acknowledges she has been informed and understands she has the right to seek the advice of legal counsel in this matter.

Rivenes acknowledges she has been informed and understands she has the right to a hearing and appeal pursuant to N.D.C.C. § 43-41-10 and N.D.C.C. ch. 28-32 prior to any adverse action being taken against her license.

### **C. AGREEMENT**

The Board and Rivenes agree to resolve this matter as follows:

1. Rivenes waives her right to an administrative hearing and appeal pursuant to N.D.C.C. ch. 43-41 and ch. 28-32.

2. Rivenes' license to practice social work in North Dakota is placed on probation for a period of no less than one year from the date this Agreement is fully executed.
3. As conditions of this probation:
  - a. Rivenes shall attend at least two (2) regular meetings of the Board.
  - b. Rivenes shall comply with all laws and rules relating to the practice of social work.
  - c. Rivenes shall complete twenty (20) face-to-face continuing education credits that meet the requirements of N.D.A.C. § 75.5-02-03-07. The twenty (20) credits shall be in addition to, and may not be counted towards, the continuing education credits required for the current reporting cycle. Rivenes shall submit to the Board satisfactory evidence of completion of the credits. Rivenes shall bear all costs and expenses associated with earning the continuing education credits.
  - d. Without a hearing or appeal pursuant to N.D.C.C. ch. 43-41 or N.D.C.C. ch. 28-32, the Board will determine if Rivenes fulfills the terms of this Agreement. If Rivenes fails to fulfill the terms of this Agreement, the Board may take further disciplinary action against her license without a hearing or appeal pursuant to N.D.C.C. ch. 43-41 or N.D.C.C. ch. 28-32.
4. There are no covenants, promises, undertakings, or understandings outside this Agreement other than those herein specifically set forth.

5. This Agreement shall be governed by the substantive laws of the State of North Dakota without regard to conflict of law principles.

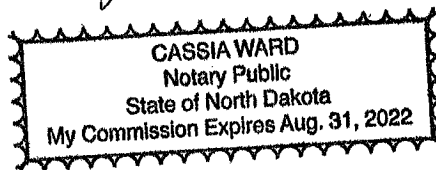
Dated this 2<sup>EW</sup> day of July, 2018.  
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Julie Riveres, LSW <sup>EW</sup>  
Julie Riveres, LSW

State of North Dakota

County of Cass

Subscribed and affirmed to before me  
this 3 day of July, 2018.



Cassia Ward  
Notary Public

Dated this 3 day of July, 2018.

NORTH DAKOTA BOARD OF  
SOCIAL WORK EXAMINERS

Heidi Nieuwsma, Chair  
Heidi Nieuwsma, Chair