



violence offenders. From time to time Licensee reviewed some of the tests and gave special attention to program participants whose scores indicated potential concern. On June 17, 2004, as a witness appearing under subpoena, Licensee testified in a court proceeding regarding test scores for a program participant while stating that she could not testify as to the validity of that test. Upon the foregoing, the Board regards Licensee as having exceeded the scope of her license in violation of ORS 675.705(6) and OAR 833-060-0001(4)(g). Licensee acknowledges the Board's conclusion and has ceased utilization of the test by the program and agrees to the within stated action by the Board.

4.3 This Settlement is conditioned upon and subject to final approval by the Board;

4.4 This Settlement Agreement and Stipulated Final Order is a public document;

4.5 Licensee has been fully advised of her right to notice and a contested case hearing under the Oregon Administrative Procedures Act (ORS Chapter 183), and fully and finally waives all such rights and any rights to appeal or otherwise challenge this Settlement Agreement and Stipulated Final Order;

4.6 Licensee acknowledges by her signature below that she fully understands the terms of this Settlement Agreement and Stipulated Final Order. Licensee declares that she has carefully reviewed the terms of this Settlement Agreement and consents to the issuance and entry of the Final Order below, that she knows the contents thereof, that she has had adequate opportunity to consult with others of her choosing, including legal counsel, and that she has voluntarily accepted the terms set forth herein;

4.7 Entry of the Final Order below in no way limits or prevents further remedies, sanctions, or actions which may be available to the Board to enforce the Final Order, for violations of the Final Order, for conduct or actions of Licensee not covered by the Final Order, or against a party not covered by the Final Order; and

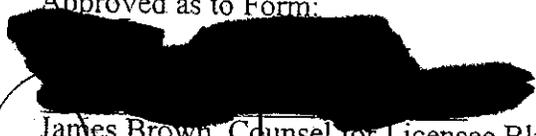
4.8 This Agreement constitutes the entire agreement between the Parties in accordance with Oregon law. No waiver, consent, modification or change of terms of this

Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. The Board and Licensee, by their signatures, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**IT IS SO STIPULATED AND AGREED TO BY:**

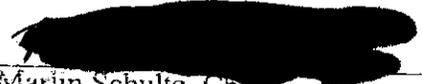
  
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Vivian Bliss, Licensee

Dated: 06-12-08

Approved as to Form:  
  
James Brown, Counsel for Licensee Bliss

Dated: June 12, 2008

**BOARD OF LICENSED PROFESSIONAL  
COUNSELORS AND THERAPISTS  
State of Oregon**

By:   
\_\_\_\_\_  
Marlin Schultz, Chair

Dated: 06-18-08

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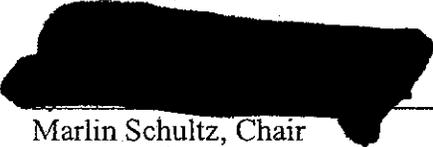
**FINAL ORDER**

Based on the stipulation and settlement between the Parties set forth above, which is incorporated herein by this reference, it is hereby **ORDERED** that:

1. A formal letter of **REPRIMAND** be issued to Licensee Vivian Bliss pursuant to ORS 675.745(2)(a);
2. A civil penalty in the amount of \$250.00 is imposed pursuant to ORS 675.745(4);  
and
3. The Board's cost of this disciplinary process in the sum of \$390.60 are  
ASSESSSED against Licensee, pursuant to ORS 675.745(6).

DATED and ISSUED this 18th day of June, 2008.

**BOARD OF LICENSED PROFESSIONAL  
COUNSELORS AND THERAPISTS  
State of Oregon**

By: 

Marlin Schultz, Chair