

BEFORE THE BOARD OF LICENSED  
PROFESSIONAL COUNSELORS & THERAPISTS  
STATE OF OREGON

In the Matter of:	)	Agency Case No. 2016-005
	)	
GROVER PAUL PRIDMORE	)	ORDER DENYING PETITION FOR
	)	STAY
Petitioner	)	

1.

The Board of Licensed Professional Counselors and Therapists (Board) is the state agency responsible for licensing, regulating, and disciplining licensed professional counselors, licensed marriage and family therapists, and registered interns. ORS 675.705 to 675.835; OAR 833-001-0000 to 833-130-0080. Grover Paul Pridmore (Petitioner) formerly practiced as a licensed professional counselor in the State of Oregon.

2.

On October 19, 2017, the Board issued a Final Order based upon findings that Petitioner had violated multiple ethical standards and revoked his license as a professional counselor in Oregon and ordered that he pay the costs of the disciplinary proceedings. On October 24, 2017, Petitioner filed a petition to stay enforcement of the Final Order with this Board. In this request, Petitioner asserts (without supporting affidavits or reference to exhibits) that it would be “contrary to the board’s position to protect the public to, after all this time, expect me to abruptly terminate my clients without proper referrals explored and without therapeutic closing processes.” Petitioner contends that the Board’s order to immediately revoke his license is “clearly punitive in nature.” Petitioner asserts that the immediate revocation of his license will not protect his clients “from any real harm.” Finally, Petitioner makes reference to Article I Section 16 of the Oregon Constitution, which states: “Excessive bail shall not be required, nor excessive fines imposed. Cruel and unusual punishments shall not be inflicted, but all penalties shall be proportioned to the offense.—In all criminal cases whatever, the jury shall have the right

1 to determine the law, and the facts under the direction of the Court as to the law, and the right of  
2 new trial, as in civil cases.”

3 3.

4 The Board may stay enforcement of an agency order upon a showing of irreparable injury  
5 to the petitioner and there is a colorable claim of error in the order, ORS 183.482(3)(a). If a  
6 petitioner makes such a showing, an agency shall grant the stay unless it determines that  
7 substantial public harm will result if the order is stayed, ORS 183.482(3)(b).

8 4.

9 The Board will first consider whether Petitioner made a showing of irreparable injury.  
10 Petitioner contends that the immediate revocation of his license (that went into effect on October  
11 19, 2017) will cause substantial harm to his clients because he is not able to make appropriate  
12 referrals and conduct therapeutic closing sessions, while also depriving him of his livelihood  
13 pending the results of his appeal. Petitioner also contends that the Board failed to prove actual  
14 harm to any client. The Board disagrees. Conjecture and unsupported assertions do not suffice  
15 to show irreparable harm. *Arlington Sch. Dist. No. 3 v. Arlington Ed. Association*, 184 Or App  
16 97 (2002). Petitioner knew from the Proposed Order (dated September 12, 2017) that the ALJ  
17 recommended that the Board revoke his license to practice, consistent with the sanction proposed  
18 by the Board in its Notice. Petitioner also knew that the Board’s next regularly scheduled  
19 meeting would occur on October 13, 2017, when the Board would deliberate on his case.  
20 Petitioner had every opportunity in the interim to meet with his clients and arrange for their  
21 transfer. Evidently, Petitioner did not do so. His lack of foresight should not inure to his favor.

22 Furthermore, Petitioner has not demonstrated that his clients would suffer irreparable  
23 harm. Petitioner practices in the Newport office of The Albany Counseling Center, which  
24 includes other mental health providers that can meet with his clients and assist them with  
25 transfers and referrals to other providers and to provide immediate therapeutic support.

26 ///

1           The Board also rejects Petitioner's contention that no harm was suffered by any client.  
2           The Final Order reflects that Petitioner compromised client confidentiality by discussing client  
3           information with a girlfriend (Witness 2), while allowing Witness 1 access to his confidential  
4           client records on Office Ally by providing her with his password so that she could type his chart  
5           notes. The Board endorsed the finding by the ALJ in the Final Order that Petitioner's  
6           irresponsible actions potentially placed the welfare of clients at the Albany Counseling Center  
7           (ACC) in jeopardy by compromising the confidentiality of their counseling records. This breach  
8           of confidentiality constitutes client harm. In addition, the record reveals that Petitioner discussed  
9           very personal information concerning two female clients (RD and B) with Witness 2). And TD,  
10          the husband of RD (a client) testified to the emotional impact he experienced when he learned  
11          that Petitioner had been discussing personal information pertaining to his wife and their  
12          relationship. The Board also observes that Petitioner did not inform his clients that this breach of  
13          confidentiality had occurred, and therefore, they were not in a position to assert that they had  
14          suffered harm.

15          In regard to Petitioner's comments to his loss of income due to revocation, the Board  
16          notes that it is well recognized that the costs and delay caused by participating in the  
17          administrative process are not the types of harm that constitute "substantial and irreparable  
18          harm." *See Merle West Medical Center v. SHPDA*, 94 Or App 148, 152-53, (1988) and  
19          *Northwestern Title Loans, LLC v. Division of Finance and Corporate Securities, Div. of Dept. of*  
20          *Consumer and Business Services*, 80 Or App 1 (2002). Traditionally, mere quantifiable  
21          economic harm does not constitute irreparable harm. Rather, harm "is irreparable when it cannot  
22          be adequately compensated in damages, or when there exists no certain pecuniary standard for  
23          the measurement of damages \* \* \* due to the nature of the injury itself or to the nature of the  
24          right or property injured." *Winslow v. Fleischer et al.*, 110 Or 554, 563, 223 P 922 (1924)  
25          (citation omitted).

26          ///



The Board concludes that Petitioner will not suffer irreparable harm in this case. Nevertheless, the Board will proceed to analyze the remainder of Petitioner's request by assuming *arguendo* that by complying with the Board's Final Order, he or his clients would suffer an irreparable injury.

5.

To meet his burden that he is making a colorable claim of error, Petitioner must show that there is a "seemingly valid, genuine, or plausible [claim] of error or substantial and nonfrivolous [claim] of error," *Bergerson v. Salem-Keizer School. District*, 185 Or. App. 649, 659 (2003); and *State ex rel Juv. Dept. v. Balderas*, 172 Or App 223, 229 (2001). Petitioner has made no showing of a colorable claim of error. A "colorable" claim of error, as used in ORS 183.482(3), means a claim of error that is substantial and nonfrivolous, or seemingly valid, genuine, or plausible, *see Bergerson*. The assertions of error alluded to by Petitioner are neither genuine nor plausible. A reference to the Oregon Constitution does not a claim of error make.

In addition, Petitioner's bald assertion that the Board was punitive and imposed an unfair and disproportionate level of sanction to his conduct stands in stark contrast to the findings of fact and conclusions of law contained in the Final Order, which delineate multiple acts of serious professional misconduct that adversely impacted members of the public, his clients, and the Board. These findings, proposed by the Administrative Law Judge and approved by this Board, are based upon the documents and testimony presented at the hearing. Petitioner cites no case law, affidavits or exhibits to support his position. He has failed to articulate a colorable claim of error.

6.

Nevertheless, even if this Board were convinced that Petitioner would suffer irreparable injury and that he had made out a colorable claim of error, the Board would deny his request because to do otherwise would subject the public to the risk of substantial harm, *see* ORS 183.482(3)(b) and OAR 137-003-0700. The Board is convinced that substantial harm would

1 result from granting the stay, because Petitioner has demonstrated no insight as to his failure to  
2 protect client confidential information, or his duty to provide accurate and truthful information to  
3 the Board.

4 7.

5 **FINAL ORDER**

6 For the above-stated reasons, Petitioner's Request to Stay Enforcement of the Final Order  
7 is hereby: **DENIED**.

8 **DATED AND ISSUED** this 20th day of November, 2017.

9  
10 BOARD OF LICENSED PROFESSIONAL  
11 COUNSELORS & THERAPISTS  
12 State of Oregon

13 Charles J. Hill  
14 Executive Director  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

IN THE MATTER OF: ) Agency Case No. 2016-005  
 )  
 )  
 **GROVER PAUL PRIDMORE** ) **FINAL ORDER**  
 )

On July 5, 2016, the Oregon Board of Licensed Professional Counselors and Therapists (Board) issued a Notice of Intent to Revoke the license of Grover Paul Pridmore (Licensee) as a licensed professional counselor and to assess the costs of the disciplinary process. On July 24, 2016, Attorney Gari Lynn Lovejoy requested a hearing on Licensee's behalf.

The hearing was held on August 16 and 17, 2017, in Salem, Oregon. Licensee appeared and was represented by Ms. Lovejoy. Mr. Foote represented the Board. The following witnesses were called to testify by the Board: WITNESS 2; TD, husband of former client RD; Licensee; WITNESS 1; Board consultant Roy Huggins, LPC; Board investigator Rogelio Daniels; Ann Kerlee; and Ron Kerlee. Licensee called the following witnesses to testify: Licensee; Vanessa Pridmore; Matt Harner; Angela Clausen; Mike Sallis; and Paul Garrison. The hearing record closed on August 17, 2017.

4. Whether Licensee violated client confidentiality by talking about cases with his

girlfriends, violating the same ethical standards as issue 3.

5. Whether Licensee was dishonest with the Board's investigator during the investigation of the charges against him, violating the ethical standards set forth in OAR 833-100-0041(1)(Integrity) and OAR 833-100-0061(2)(Conduct and Competence).

6. Whether Licensee violated Board rules by failing to have a patient bill of rights in his disclosure statement sent to the Board, violating the ethical standards set forth in OAR 833-100-0021(16).

7. Whether, if Licensee committed some or all of the violations, his license should be revoked and costs of the proceeding should be assessed against him.

### **EVIDENTIARY RULINGS**

Exhibits A1 through A15, offered by the Board, were admitted into evidence without objection. Exhibits R1 through R9 and R12 through R23 were admitted into evidence. The Board initially objected to Exhibit R4, but withdrew its objection. The Board also objected to Exhibit R23, but the objection was overruled. Exhibits R10 and R11 were withdrawn by Licensee.

**Motion for a Qualified Protective Order.** After the hearing, the Board submitted a Motion for a Qualified Protective Order (QPO). On August 22, 2017, after determining that Licensee had no objection to the motion, ALJ Barber signed the QPO and mailed copies to counsel.

### **FINDINGS OF FACT**

1. On November 1, 2012, the Board received Licensee's application for a counseling license in Oregon. The application was based on reciprocity, as Licensee had been a licensed mental health counselor in Washington since October 3, 2005. Licensee filed his application for Oregon licensure while still living in Washington. In his application, Licensee answered "No" to the question:

Have you ever been the subject of a complaint to a professional organization, association, licensing board or agency?

(Ex. A2). Licensee's answer was incorrect. On December 4, 2008, The Washington Department of Health had sent a letter to Licensee that stated in part:

Dear Mr. Pridmore:

The Counselor Program received a report about alleged unprofessional conduct.

After careful consideration of the information received, the Program determined there was no cause for disciplinary action. The case is being closed because it

was a communication/personality issue.

(Ex. A1). Licensee received no other contact about the Washington complaint before or after the 2008 letter. Licensee had received this 2008 letter from Washington State, but forgot about the incident when filling out the Oregon application. Licensee provided a copy of it to the Board when reminded of the complaint. In March 2013, the Board granted Licensee a license. (Test. of Licensee).<sup>1</sup>

2. Licensee moved to Newport, Oregon from Moses Lake, Washington in January 2013, and initially did non-counseling work. On September 22, 2014, he was hired by the Albany Counseling Center, Inc. (ACC), for its Newport office. ACC has six counselors in Albany and one, Licensee, in Newport. Ron and Ann Kerlee are the owners of that business. (Test. of A. Kerlee, R. Kerlee). At the time of hire, Licensee prepared a “Professional Practice/Work History” for purpose of credentialing with insurance companies. He listed the following history in part:

- September 22, 2014 – present; Albany Counseling Center
- July, 2013 – present; Inter Christian Outreach
- January 2007 – July 1, 2012; private practice at New Hope Counseling Services (address “324 N. Coast Hwy, Newport, Oregon 97365 and in Colville, Washington”)
- January 2000 – January 2007 – BlacWitness 2urn & Goodheart (Omak, WA)
- April, 2003 – September 2004; Grant Mental Health Care (Colville, WA)
- May, 1997 – December 2001; Okanogan County Counseling Services (Omak)

(Ex. A9 at 1). The history was not accurate; he had never practiced under the name New Hope Counseling Services in Oregon, at any address. Licensee wrote the work history in such a fashion that it would not show any “gaps” in his professional history. (Test. of Licensee). In May 2016, Licensee gave the Board’s investigator, Rogelio Daniels, another work history after Daniels questioned the one listed on the credential form:

2000 – Okanogan County Counseling Services, Omak, WA

2000-2005 Subcontract under Spokane Vet Center/BlacWitness 2urn and Goodheart. Agency no longer exist. BlacWitness 2urn passed away. Have had no contact with Goodheart for many years.

2001 Resigned Okanogan County Counseling Services

2003-2005? Grant Mental Health Care

2006-2012 (non-counseling) Washington Army National Guard, 11B Infantry

---

<sup>1</sup> Although the facts are presented in chronological order, the Board granted Licensee’s license in Oregon without knowledge of the Washington matter. The 2008 Washington matter came to the Board’s attention as part of the 2016 complaint filed against Licensee.



Honorable Discharge

2007 Subcontract Seattle Vet Center/Wayne Ball. Quit by mutual agreement

2009-9/2012 – Contract with Yakima Vet Center

7/2013 – 10/14 non counseling jobs

7/13 – present Inter Christian Outreach – Non Counseling

10/14-present – The Counseling center

(*Id.* at 2).

3. In approximately 2010, while Licensee was still living in Moses Lake, he met WITNESS 1 at church. She was married at the time. (Test. of WITNESS 1).<sup>2</sup> Within about six months, Licensee entered into a romantic/sexual relationship with WITNESS 1. In Moses Lake, WITNESS 1 lived with Licensee and also performed some tasks around his counseling office, including answering phones and typing some of his notes. WITNESS 1 signed a confidentiality agreement for the work she did in Washington. Licensee paid WITNESS 1 cash “under the table.” (Test. of WITNESS 1, Licensee). Licensee broke up with WITNESS 1 before he moved to Newport in 2013. After Licensee moved to Newport, he invited WITNESS 1 to come visit him on several occasions. He “avoided” referring to WITNESS 1 as his girlfriend, but continued a sexual relationship with her when she would visit Oregon. (Test. of Licensee).

4. In November or December 2013, Licensee moved into an apartment at Newport Center. Shortly thereafter, WITNESS 2 moved into the same apartment complex. The two of them met as WITNESS 2 was moving in; Licensee approached her in the parking lot and asked her, “What’s your story?” They would occasionally see each other in passing in the parking lot, or at the Newport Fred Meyer store where WITNESS 2 worked in customer service. In approximately May 2014, the two began a romantic/sexual relationship. (Test. of WITNESS 2). She was unaware that Licensee was still occasionally seeing, and having sexual relations with, WITNESS 1. (Test. of Licensee). Licensee and WITNESS 2 continued to date, with her often spending the night at his place, until they broke up on New Year’s Eve, 2014, over Licensee’s drinking. (Test. of WITNESS 2).

5. Licensee quit drinking alcohol on January 4, 2015, and has not had a drink since that date. (Test. of WITNESS 2, Licensee).

6. In June 2015, Licensee came to WITNESS 2’s desk at Fred Meyer and told her they needed to reevaluate their relationship. He said he was sober and thinking more clearly. They renewed their relationship, and WITNESS 2 spent most nights in Licensee’s apartment from June until August 7, 2015. While she was staying at Licensee’s home, Licensee would

---

<sup>2</sup> WITNESS 1 has also gone by another name.

sometimes come home and tell her about his day at work.

On one occasion, Licensee began to describe a female client to WITNESS 2. He commented on the size of her breasts, said she was a Latina married to an Italian who lived with his father, and that they were having marital problems concerning having a baby and also concerning the husband's work. WITNESS 2 stopped him and told him she knew who he was talking about. (Test. of WITNESS 2). Licensee did not believe her, until she mentioned the client's name: RD. Licensee's jaw dropped in surprise because she had correctly identified the client. (Test. of Licensee, WITNESS 2). While WITNESS 2 was with him in his apartment, Licensee looked up RD and other female clients on Facebook. Licensee's computer, which he used to access Facebook, was projected onto his large screen television as his monitor, so WITNESS 2 could see what, and who, Licensee viewed on Facebook.

On another occasion, Licensee told WITNESS 2 about a female client who was young, had large breasts, and large, wood-framed eyeglasses, which immediately caused WITNESS 2 to recognize who the client was: she identified the client as B. Licensee told WITNESS 2 that B was a nice girl but, because she had herpes, it was a "deal breaker." (Test. of WITNESS 2).

7. In either 2014 or 2015, WITNESS 1 moved to Newport and resumed her physical relationship with Licensee. WITNESS 1 became pregnant by Licensee. WITNESS 2 was aware of the pregnancy but was unaware that Licensee and WITNESS 1 were still having sexual relations. (Test. of WITNESS 2). WITNESS 1 was aware of WITNESS 2, but thought that WITNESS 2 and Licensee had broken up and were just friends. (Test of WITNESS 1).

8. On August 5, 2015, WITNESS 1 sent an email to Licensee, asking him for some help trying to get an incomplete course (in college) excused. Even though she had never been a client of Licensee's, she requested:

\* \* \* I want to know if u will write up something for me to submit, looking like I was seeing u as a counselor, with u stating my mental state. Haha, u could have fun with that. Lol I basically need [you] to back up my reasoning for my falling GPA and yet, still show I am a good student and that I'm in a better state now. \*  
\* \* I know u are busy, but thought maybe in the evening one of these nights, I'll show u the form n we could whip something up to fax over or mail? I have to get it in soon for them to honor my money for sept. When classes start up. Thanks Paul.

(Ex. R1). Licensee responded:

there's no way Im saying you were a client when clearly you werent. sorry.

(*Id.*; spelling of messages unchanged).

9. On August 6, 2015, WITNESS 1 came to Licensee's office and the two of them

had sexual relations. (Test. of WITNESS 1, Licensee).

10. On August 7, 2015, Licensee and WITNESS 2 went out to dinner and, in the process of the evening, decided to move in together. They began driving around Newport looking for a place to live, when WITNESS 2 received a message from a trusted friend that Licensee was still having sexual relations with WITNESS 1. WITNESS 2 asked Licensee if he was still seeing WITNESS 1, and Licensee admitted they had had sexual relations the night before. WITNESS 2 kicked Licensee out of her vehicle and drove away. Up until this time, WITNESS 2 had been refusing to return WITNESS 1's phone calls and text messages (which she had been receiving during the entire time she was living with Licensee, but he had told her to ignore). On August 7, she contacted WITNESS 1 for the first time and found out the extent of Licensee's and WITNESS 1's ongoing relationship. (Test. of WITNESS 2). WITNESS 1 and Licensee resumed their relationship again, and WITNESS 1 moved in with Licensee. (Test. of Licensee, WITNESS 1). WITNESS 2 and Licensee never dated again, and she was very angry with him for a long time, but they were still able to talk to each other on occasion. (Test. of WITNESS 2; Ex. A15). Through a long process of prayer, WITNESS 2 was able to forgive Licensee for cheating on their relationship. (Test. of WITNESS 2).

11. In his work with ACC, Licensee had fallen behind in typing up his session notes from his veteran group. Ron Kerlee, one of the owners of ACC, told Licensee that he needed to get caught up on his notes, which essentially involved taking his written notes from the sessions and typing them onto the form that ACC used for its regular notes. The records, and the forms, were kept in the computer program, Office Ally, which ACC used to keep all of its information on its clients (personal data, chart notes, HIPAA information). The program could be accessed remotely by use of a password, and the person accessing the program could review any information about any client of Licensee as a ACC counselor. Licensee had a password. When Kerlee told Licensee that he needed to get caught up on his notes, Licensee asked if it would be okay to hire a typist. (Test. of Licensee). Kerlee told him he could, but also told him to keep him informed regarding any hiring. (Test. of R. Kerlee).

12. Licensee did not have any further conversations with Ron or Ann Kerlee about hiring a typist. (Test. of A. and R. Kerlee). Licensee hired WITNESS 1 to type his notes, and WITNESS 1 typed as many as 150 notes over the course of a month in October and November 2015. Licensee paid WITNESS 1 \$400 cash to do the work. (Test. of Licensee, WITNESS 1). If Ann Kerlee had been aware of WITNESS 1's hiring, she would have required a confidentiality agreement and would have provided WITNESS 1 with a tax form 1099, as she would have been doing the work as an independent contractor. (Test. of A. Kerlee). Ron Kerlee also would have required a confidentiality agreement. (Test. of R. Kerlee).

13. Licensee did not have WITNESS 1 sign a confidentiality agreement, and did not report her hiring to the Kerlees. Licensee provided WITNESS 1 with his password into ACC's Office Ally program, which she accessed from her own laptop computer. (Test. of WITNESS 1, Licensee).

14. While Licensee and WITNESS 1 were living together, Licensee would view the Facebook posts of clients and potential clients (i.e., those with appointments but who had not yet

been seen by him), as he had done with WITNESS 2. WITNESS 1 was present when he would review these posts, again on his large screen television. (Test. of WITNESS 1). Although Licensee's and WITNESS 1's romantic relationship ended in October 2015, they continued having sexual relations until WITNESS 1 finished typing Licensee's notes in November 2015. At that point, Licensee cut off all contact with WITNESS 1 and changed the password on his Office Ally access. (Test. of Licensee).

15. WITNESS 1 and WITNESS 2 were in communication after Licensee cut off communication with WITNESS 1. WITNESS 1 told WITNESS 2 she had finished typing the chart notes to help Licensee keep his job, and then Licensee cut her off. (Ex. A14). After their conversation, WITNESS 2 contacted Licensee to remonstrate with him:

WITNESS 2: Shit, shit, shit!

Licensee: What?

WITNESS 2: Geeze! You let her write over 150 notes illegally to save your ass job???

Licensee: Call me.

WITNESS 2 called Licensee that evening and they talked for over three hours. (Ex A15).

16. After Licensee cut off all communication with WITNESS 1, she became obsessed with Licensee, sending him hundreds of text messages during December 2015 and into January 2016. Her texts would be angry one minute, and tender the next. Licensee told her to stop contacting him. When she refused to stop texting him, Licensee filed a stalking complaint against WITNESS 1. Although the stalking order was dismissed, WITNESS 1 took a diversion to avoid being convicted of telephone harassment due to the text messages. (Exs. R7-R10). WITNESS 1 tried to get WITNESS 2 to testify on her behalf in the matter, but WITNESS 2 refused to get involved. Through a long process, WITNESS 2 had forgiven Licensee and did not want to be involved in the issues between Licensee and WITNESS 1. (Test. of WITNESS 2). WITNESS 1 moved back to Moses Lake after she had a miscarriage. (Test. of WITNESS 1).

17. In early 2016, a complaint regarding Licensee was filed with the Board.<sup>3</sup> Rogelio Daniels, a Board investigator, contacted Licensee to arrange to take his statement. On March 23, 2016, preparatory to taking the statement, Daniels sent correspondence to Licensee raising specific issues. Licensee responded on April 7, 2016, writing in part:

Dear Mr. Daniels,

I thoroughly reviewed the correspondence you sent to me on March 23, 2016.

---

<sup>3</sup> Licensee speculates that it was WITNESS 1, or WITNESS 1 and WITNESS 2, who filed the complaint against him. Because the identity of a complainant is confidential information—meaning that the Board cannot respond to the speculation affirmatively or negatively, the ALJ did not speculate on or consider important the identity of the complainant.

Please see the following responses to the allegations below.

1. "That I had persons not employed by the counseling center compose client notes for an extended period of time."

Response: This allegation is unfounded. In the course of my normal business, I have occasionally utilized a typist to transfer handwritten notes to required forms via typing. My utilization of a typist was approved by my employer and he agrees this allegation is unfounded.

\* \* \* \* \*

3. "That I shared confidential client information with persons who were not legally privileged to said confidential materials and records."

Response: I have never intentionally shared private or protected health information. In discussing this with my employer, we believe this allegation to also be unfounded.

\* \* \* \* \*

6. As to the final allegation of "a rape allegation brought forth against you."

Response: I have no recollection of being under any criminal investigation and am at a loss to what you may be referring to."

(Ex. A10). On January 25, 2015, a woman named KG had reported to the Moses Lake Police Department that Licensee had raped her in 2011. The investigating officer, Officer Ent, did not know where Licensee was living in 2015, so he checked on Facebook and found Licensee in Newport. Ent put a message on Facebook that Licensee noticed. Licensee had WITNESS 1 contact Officer Ent to find out if the message was legitimate. When Ent and Licensee spoke on the telephone, Ent informed Licensee of KG's allegation of rape and asked him to provide a written statement to the Moses Lake Police Department. Licensee provided a written statement to the officer in January or February 2015. No charges were ever filed against Licensee. (Ex. A3).

18. After WITNESS 2 ended her relationship with Licensee in August 2015, she saw TD, the husband of RD, at the Fred Meyer store. She asked him if she could talk to him privately, and told him she was Licensee's "ex." WITNESS 2 told TD about her knowledge of the troubles TD and RD were having, and recommended that he convince his wife to obtain counseling elsewhere. (Test. of WITNESS 2). Later, after TD and RD were divorced, WITNESS 2 and TD began to date. Both are moving carefully in the relationship, and have not been sexually intimate. (Test. of WITNESS 2, TD). Matt Harner, a friend of Licensee's who works at the church Licensee attends, lives in the same apartment complex where WITNESS 2 lives. He has never seen WITNESS 2 and TD be physically affectionate but has noted that TD's



vehicle is often there until late in the night. (Test. of Harner).

19. As a counselor, Licensee has been very effective working with veterans and others suffering from PTSD. Former colleague Mike Sallis considers Licensee to be the finest PTSD counselor he has ever worked with. (Test. of Sallis). Paul Garrison, another former colleague from his work at Grant County Mental Health, also considers his work with veterans to be excellent. (Test. of Garrison).

20. On July 5, 2016, the Board filed its Notice of Intent to Revoke License to Licensee. (Doc. P1). Ms. Lovejoy filed a hearing request and answer on July 24, 2016. (Doc. P2).

### **CONCLUSIONS OF LAW**

1. Licensee was not intentionally dishonest in his answers to questions on his licensing application.
2. Licensee was dishonest in the work history he provided to his employer and to the Board.
3. Licensee violated client confidentiality and client welfare by hiring his girlfriend to type his clinical notes without a confidentiality agreement.
4. Licensee violated client confidentiality and client welfare by talking about cases with his girlfriends.
5. Licensee was dishonest with the Board's investigator during the investigation of the charges against him.
6. Licensee violated Board rules by failing to have a patient bill of rights in his disclosure statement sent to the Board.
7. Licensee's license should be revoked and costs of the proceeding should be assessed against him.

### **OPINION**

The Board seeks to revoke Licensee's counseling license on several different grounds. It has the burden of proof in this matter, and must prove its case by a preponderance of the evidence. *Sobel v. Board of Pharmacy*, 130 Or App 374, 379 (1994), *rev den* 320 Or 588 (1995) (standard of proof under the Administrative Procedures Act is preponderance of evidence absent legislation adopting a different standard). Proof by a preponderance of the evidence means that the fact finder is persuaded that the facts asserted are more likely true than not. *Riley Hill General Contractor v. Tandy Corp.*, 303 Or 390 (1987). The burden of proof encompasses two burdens, the burden of production of evidence in support of an assertion, and the burden to persuade the fact-finder that the facts asserted are true. *Marvin Wood Products v. Callow*, 171 Or

App 175 (2000).

## **The Legal Standard**

ORS 675.745 grants to the Board the authority to address violations by its licensees, and states in part:

**Grounds for denial, suspension or revocation of license or refusal to issue license; probation; confidentiality of information; penalties.** (1) The Oregon Board of Licensed Professional Counselors and Therapists may deny, suspend, revoke or refuse to issue or to renew any license issued under ORS 675.715 to 675.835 upon proof that the applicant for licensure or the licensee:

\* \* \* \* \*

(e) Has violated any provision of ORS 675.715 to 675.835 or 675.850;

(f) Has violated any rule of the board pertaining to the licensure of professional counselors or licensed marriage and family therapists[.]

In the present case, the Board contends that Licensee violated several of the ethical standards set forth in the code of ethics, thereby constituting a violation of ORS 675.745 and providing the basis for the discipline the Board seeks to impose.

Unprofessional and unethical conduct for a licensed counselor is determined by comparing the questioned conduct to the Code of Ethics adopted in the Oregon Administrative Rules (OARs). Although Oregon has adopted a national standard for ethics which will be in effect as of January 2018, the current case is based on the present, pre-2018 Code of Ethics. The current version of OAR 833-100-0011(1) sets out the purpose of the ethical standards:

*(1) This code constitutes the standards against which the required professional conduct of licensed professional counselors and marriage and family therapists is measured. It has as its goal the welfare and protection of the individuals and groups with whom counselors and therapists work. This code applies to the conduct of all licensees, registered interns and applicants, including the applicant's conduct during the period of education, training, and employment which is required for licensure. Violation of the provisions of this code of ethics will be considered unprofessional or unethical conduct and is sufficient reason for disciplinary action, including, but not limited to, denial of licensure.*

(Emphasis added). Here, the Board contends that Licensee violated several of the ethical standards and that his license should be revoked.

## **Factual Basis for the Claim**

Much of the evidence presented by both sides at the hearing concerned Licensee's sexual

relationships with two women, WITNESS 1 and WITNESS 2, often during the same periods of time. The Board has presented the evidence to provide context for the ethical violations it seeks to prove. Licensee has presented additional evidence to support his theory of the case which is, to paraphrase the statement of one of his witnesses, “Hell hath no fury like a woman scorned.” Under Licensee’s view of the case, the present proceeding arose because of the “collusion” (Licensee’s word, and counsel’s word) between WITNESS 1 and WITNESS 2, because they felt wronged by Licensee.

In essence, although the evidence discussed below demonstrates that there is some agreement as to important facts in the case, as to other matters the credibility of Licensee, WITNESS 1 and WITNESS 2 is at issue.

***Licensee’s credibility.*** There are a few areas where Licensee’s testimony is in direct conflict with the testimony of either WITNESS 1 or WITNESS 2, and sometimes both. Both women testified that Licensee would view his female clients, and soon-to-be clients, on Facebook, in their presence, on his big screen television that he used as a monitor. Licensee denies viewing the clients in their presence, testifying that he only looked up his clients on Facebook when he was at his office, alone. Thus, Licensee admits the action (looking up clients on Facebook), but denies the women were present when each of them lived with him. However, the evidence from WITNESS 1, and particularly WITNESS 2, convinced the ALJ that he viewed his clients on Facebook in their presence.

Secondly, although Licensee testified that he provided almost no information to WITNESS 2 about his client, RD, before she identified her, WITNESS 2 testified that Licensee was more complete in his description: the woman was Latina, the husband Italian; they lived with his father; she had nice breasts; they were having marital problems based upon husband’s employment and the desire for a baby. Licensee argues that WITNESS 2 learned this information later, when she began dating TD, but there are two problems with that argument. First, Licensee again admits that WITNESS 2 identified RD from his description, so he obviously said something to her that was descriptive of RD. Second, WITNESS 2 credibly testified that she told TD these descriptors when she first talked to him at the store about Licensee’s treatment of RD. WITNESS 2’s version of events is more credible.

WITNESS 2 also testified that Licensee described another female client’s attributes, including her large breasts and wood-framed glasses (the latter of which WITNESS 2 recognized) but said it was a “deal breaker” because she had a sexually transmitted disease. Licensee never denied providing the information about that client. The volume of information WITNESS 2 provided in her testimony demonstrates that Licensee was not forthcoming in his testimony about what he told her about his clients.

Additionally, although Licensee attacked WITNESS 1 for asking him to lie for her (about being a client), suggesting that WITNESS 1 should not be trusted because she was dishonest, even this argument is not credible. The email exchange between WITNESS 1 and Licensee where WITNESS 1 asked him to pretend she was a client took place on August 5, 2015. If Licensee was offended by WITNESS 1’s dishonesty at that point, however, he did not object at

the time.

Instead, on the next night (August 6, 2015), Licensee and WITNESS 1 had sex in Licensee's office (even though Licensee and WITNESS 2 were almost living together), and WITNESS 1 moved back in with Licensee on or about August 7, 2015. It was *after* this point that Licensee entrusted his password to the Office Ally program to WITNESS 1 and had her type his chart notes without a confidentiality agreement. Licensee's argument at hearing that he could not trust WITNESS 1 because she was dishonest is not credible.

Finally, as will be shown in the description of Licensee's interaction with Board staff, Licensee was not entirely forthcoming in the information he provided to the Board. For all of these reasons, the ALJ did find Licensee to not be credible.

***WITNESS 2's credibility.*** Based upon both content and demeanor, the ALJ found WITNESS 2's testimony to be the most credible of the three main witnesses. She testified under subpoena, and made it clear that she did not want to be in the hearing. The "woman scorned" defense raised by Licensee simply does not apply to WITNESS 2.<sup>4</sup>

WITNESS 2 dated Licensee for several months in 2014, ending the relationship on New Year's Eve following Licensee's overindulgence in alcohol. It appears that the breakup had a salutary effect on Licensee, as he stopped drinking alcohol the following week. In May 2015, the two talked again and, shortly thereafter, resumed their intimate relationship. WITNESS 2's relationship continued with Licensee until she found out he was still having sex with WITNESS 1. She ended the relationship with Licensee on August 7, 2015, although she and Licensee would still occasionally talk. For instance, after WITNESS 2 confronted Licensee on cutting WITNESS 1 off after she had typed all his notes, WITNESS 2 and WITNESS 1 had a three-hour phone conversation. There was clearly ongoing communication between Licensee and WITNESS 2, with no indication that WITNESS 2 was set on revenge.

When Licensee and WITNESS 1 broke up again, and when WITNESS 1 tried to get her to testify in Licensee's action against her, WITNESS 2 refused. With great vulnerability, WITNESS 2 explained the difficult process of finally forgiving Licensee for cheating on her.

WITNESS 2's testimony about how Licensee would talk about his clients, and her testimony about him watching his female clients on Facebook while she was there, is credible.

Licensee's primary attack on WITNESS 2's credibility is the fact—testified to by WITNESS 2 and witness TD, the former husband of client RD—that a romantic relationship is apparently blooming between WITNESS 2 and TD. Both testified that a relationship is growing but they are not sexually involved because of their faith. Because both testified to that fact, Licensee contends they were colluding about their testimony. Ironically, Licensee called the

---

<sup>4</sup> Licensee argued at hearing that WITNESS 1 referred to WITNESS 2 as her companion in going after Licensee's license when she appeared in circuit court. Having listened to the entirety of Exhibit A12, the ALJ disagreed with Licensee's allegation. There is reference to WITNESS 2, and a later reference to a friend who was helping WITNESS 1 regarding a matter involving Licensee, but the connection of the two comments, much less any connection to this proceeding, is speculative.

administrator at his church—who lives near WITNESS 2—to testify that TD’s vehicle is at WITNESS 2’s apartment late in the evening, insinuating that there was a sexual relationship. Licensee has failed to establish why his church friend’s speculation is more likely true than the direct testimony of the two involved in the relationship. Moreover, given the other facts of this case, it is unclear why a possible sexual relationship between WITNESS 2 and TD would be relevant.

There is nothing in WITNESS 2’s personal life, with or without TD, that lead the ALJ to question her credible testimony.

**WITNESS 1’s credibility.** The documentary record demonstrates that WITNESS 1 and Licensee had a “chaotic” relationship, to use Licensee’s term. Between 2010 and 2016, they had an on-again, off-again sexual and romantic relationship in Washington and Oregon. The end of the relationship came when, just as WITNESS 1 was finishing typing Licensee’s chart notes for work, Licensee ended the sexual relationship and cut off all contact with WITNESS 1. In the aftermath of that breakup, WITNESS 1 sent several hundred text messages to Licensee, enough that he sought a restraining order against her and accused her of stalking him.

WITNESS 1 now lives in Moses Lake and she testified by video conferencing. It is unclear on this record whether WITNESS 1 is “over” Licensee, or whether she is making any efforts to try to cause him problems. However, there was nothing in her testimony that lacked credibility.

One area where their testimony differs concerns Licensee’s discussions of his female clients and his viewing of them on Facebook at home. Licensee denies it occurred; WITNESS 1 testified that he would often discuss his clients (more than he had in Washington) and that she had watched him view his clients on Facebook at home. Because these very actions are corroborated by WITNESS 2’s experience while living at Licensee’s, I accept WITNESS 1’s testimony on these issues as more probably than not true.

As will be seen, however, the important parts of WITNESS 1’s testimony in the case are for the most part concurred by Licensee. She did type his chart notes, and she did have access to his Office Ally program through his password. She did not sign a confidentiality agreement in Oregon. WITNESS 1’s credibility is not at issue in those matters.

## **Integrity; Conduct and Competence**

In several of the charges against Licensee, he has been accused of violating the Integrity standard (OAR 833-100-0041(1)) and the Conduct and Competence standard (OAR 833-100-0061(2)). Those rules state:

### **Integrity**

(1) A licensee acts in accordance with the highest standards of professional integrity and competence. A licensee is honest in dealing with clients, students,



trainees, colleagues, related third parties, and the public.

### **Conduct and Competence**

(2) Licensees correct, whenever possible, false, misleading, or inaccurate information and representations made by others concerning the licensee's qualifications, services, or products. A licensee does not advertise in a way that is false, fraudulent, or misleading to the public. Testimonials from current clients are not solicited for advertising or other purposes due to the client's vulnerability to undue influence. A licensee does not engage in any conduct likely to deceive or defraud the public or the Board. A licensee does not participate in, condone, or become associated with dishonesty, fraud, deceit, or misrepresentation.

In the Board's notice to Licensee, it alleges that Licensee violated these ethical standards when he:

- Answered "No" to a question on the application that asked about prior complaints against him;
- Provided an inconsistent work history to his employer and the Board; and
- Gave dishonest answers to the Board's investigator.

Each of these allegations will be analyzed separately.

***False Statement on the Application.*** Licensee answered "No" to a question about prior discipline, and the answer was technically incorrect because there had been a 2008 complaint against Licensee's Washington license. Licensee testified, and had previously told Mr. Daniels, that he simply forgot about that matter in Washington.

Although other evidence has called Licensee's honesty and credibility into question, the evidence concerning the "No" answer on the application is not, in the ALJ's opinion, an ethical violation. Simply put, the evidence preponderates towards finding that Licensee forgot the 2008 complaint when he was filling out the application.

The reason the ALJ concluded his lack of recollection is accurate in this case is that there was nothing for Licensee to hide by failing to include the 2008 contact from the Washington board. The answer that Licensee provided to the Board was technically incorrect, but there was no intent to deceive on his part. As a result, the ALJ concluded that the Board has not proved an ethical violation in this instance.

***Inconsistent Work History.*** When Licensee put together his work history for credentialing, he identified New Hope Counseling as his business between 2007 and 2012, and gave a street address in Newport, Oregon and an additional general address of Colville, Washington. (Ex. A9 at 1). However, Licensee never practiced counseling for New Hope in Oregon, so the Newport address was incorrect. More important to the ALJ's analysis, Licensee testified that he prepared the history to eliminate "gaps" in his professional life for the insurance

company in order to be credentialed.

However, Licensee did have gaps in his professional life. Licensee was not forthcoming with the insurance company and his employer when he inferred that he had been continuously counseling between 2007 and 2012, when he had not. The Board has established an ethical violation in this instance.

It must be emphasized that this is not a disagreement with Licensee's claim that he worked in several places at the same time. That claim was reasonable. Mr. Huggins, the Board's expert, testified that he was an adjunct professor, consultant, and in private practice at the same time. That appears to be standard in the counseling profession, at least based on this record, and it undoubtedly makes work histories difficult to read and interpret. However, Licensee's use of New Hope to fill the gaps for his insurance company was deceptive.

***Dishonest Answers to the Board.*** In two instances, Licensee was not honest with the Board's representative, Mr. Daniels. First, in a letter responding to some of the potential allegations against Licensee, he told Daniels that he was "*at a loss as to what you may be referring to*" when Daniels brought up the issue of an allegation of rape. (Ex. A10 at 2; emphasis added).

Licensee wrote this response to Daniels in March 2016. In January 2015, approximately a year earlier, Licensee was informed by Moses Lake Police Officer Ent that a woman in Moses Lake was accusing him of rape. (Ex. A3). Licensee spoke with the officer and provided a written statement to him about his sexual contact with the complainant. When Daniels asked Licensee for a statement about "a rape allegation brought against you," it is not reasonable or believable that Licensee would have forgotten a charge of rape, so he could not be "at a loss" to know what Daniels was talking about. In his interview and at hearing, Licensee tried to deflect his previous dishonest answer by focusing on the phrase "criminal investigation." Licensee claimed he had "no recollection of being under any criminal investigation." (Ex. A10). However, Daniels did not ask about a criminal investigation. He asked about a rape.

Unless being accused of rape was a common thing for Licensee, and there is no evidence that would be true, Licensee must have remembered the rape allegation made against him the previous year. Licensee's statement that he was "at a loss" about any rape allegation was not an off the cuff comment by Licensee; he wrote it in a letter to Daniels. To claim he was "at a loss" to know what Daniels was talking about was disingenuous and dishonest. It is yet a further basis for finding that Licensee lacked credibility.

The other instance of dishonesty in the same letter to Daniels concerned Licensee's statement that his use of a typist was approved by his employer. This statement was not entirely true, and Licensee knew it. Licensee mentioned needing a typist to Ron Kerlee, but never followed up with the Kerlees to advise who was doing the typing, and to make sure the typist signed a confidentiality agreement. Once again, Licensee was circumventing the whole truth by

providing self-serving portions of the truth.

## **Client Confidentiality and Welfare**

The most serious charges against Licensee in this case are, in my opinion, the allegations that he violated client welfare and client confidentiality. The pertinent portions of the rules (OAR 833-100-0031 and OAR 833-100-0051) state:

### **Client Welfare**

(1) Licensees strive to benefit those with whom they work and take care to do no harm. In their professional actions, licensees seek to safeguard the welfare and rights of those with whom they interact professionally and other affected persons and shall hold the welfare and interests of clients as primary.

(2) Licensees take reasonable steps to avoid harming their client, students, supervisees, research participants, organizational clients and others with whom they work, and to minimize harm where it is foreseeable and unavoidable.

### **Confidentiality**

(1) A licensee holds in confidence all information obtained in the course of professional services, as within the limits of the setting, such as a public agency. A licensee safeguards client confidences as permitted by rule or law.

\* \* \* \* \*

(3) A licensee, including employees and professional associates of the licensee, does not disclose any confidential information that the licensee, employee, or associate may have acquired in rendering services except as provided by rule or law. All other confidential information is disclosed only with the written informed consent of the client.

The Board alleges that Licensee discussed client confidential information with sufficient detail that his girlfriend, WITNESS 2, was able to identify the client he was talking about. The Board also charges Licensee with allowing WITNESS 1 to have access to his confidential records while she typed his notes, without his employer's knowledge and without a confidentiality agreement. The ALJ concluded that the Board is correct in both instances.

***Revealing Client Confidences to WITNESS 2.*** WITNESS 2 testified, and Licensee conceded, that his comments to WITNESS 2 on one occasion caused her to immediately know which client Licensee was talking about. However, as more fully addressed above in the discussion of credibility, there was a substantial difference between Licensee's version and WITNESS 2's version of the events.

Licensee testified that he had not given WITNESS 2 much information at that time, but

WITNESS 2 testified that he went into great detail about everything from RD's breast size to her ethnicity and the problems she was facing. WITNESS 2 also testified about another client, B, whom Licensee described down to her breast size and her special set of wooden eyeglasses. Licensee's revelation of a possible sexually transmitted disease suffered by B was a clear violation of confidentiality. The ALJ accepted WITNESS 2's credible testimony on this point, as well as about being with Licensee in his home when he viewed his clients' Facebook pages in her presence.<sup>5</sup>

***Hiring WITNESS 1 to Type Chart Notes.*** Although Licensee attacked WITNESS 1's credibility in many ways during the hearing and in the record, both she and Licensee agree that Licensee hired her to type his chart notes, that she never signed a confidentiality agreement in Oregon, that she was paid \$400 under the table, and that Licensee's employer did not know she had been hired until afterwards. Both also agree that WITNESS 1 was given Licensee's Office Ally password, and had access to all of ACC's records, including all of the confidential client information and notes for all of ACC's counselors, not just Licensee.

It is at this point that Licensee's argument about WITNESS 1's trustworthiness begins to eat away at his own case. As noted in greater detail in the credibility discussion, Licensee has accused WITNESS 1 of being dishonest when she tried to get him to claim her as a client in order to obtain favor at her school. However, it was within a month of that request that WITNESS 1 was typing Licensee's notes for his employer. In his attack on WITNESS 1, he calls into question his own judgment in hiring a person he considered dishonest to perform confidential work.

Licensee violated the confidentiality standards when he hired WITNESS 1 without a confidentiality agreement and without his employer's knowledge. His irresponsible action potentially placed the welfare of every client at ACC in jeopardy. It is this issue, more than any other, which led the ALJ to the conclusions on a sanction discussed below.

### **Lack of a "Patient Bill of Rights" in his Disclosure Statement**

The last issue raised by the Board concerns the lack of a patient bill of rights in Licensee's disclosure statement that is sent to clients. The evidence supports the conclusion that Licensee's disclosure statement did not contain the bill of rights until Daniels brought the lack of the bill of rights to Licensee's attention during his interview. Licensee immediately corrected the problem.

Licensee's lack of a patient's bill of rights was a technical violation of OAR 833-100-0021(16), but there are two reasons why the ALJ gave little effect to the violation. First, because ACC provides the paperwork to the clients and includes a separate copy of the patient bill of rights, the ALJ concluded that there was no harm to any client by the lack of the information in

---

<sup>5</sup> The ALJ accepted Mr. Huggins' statement that the use of Facebook to obtain an understanding of a client's life is a disputed matter among counselors and, even though Huggins would not do so because he wants to give the clients a chance to tell their own story, the ALJ did not consider the viewing of Facebook to be an issue here. Rather, the important issue is that Licensee reviewed it in the presence of someone who had no right to know the details of his clients' lives.

the disclosure statement. Second, because Licensee immediately corrected the problem, the ALJ concluded that nothing in the way of a sanction for this oversight is justified here.

### **Sanction for Licensee's Violations**

As noted above, ORS 675.745 gives the Board the right to sanction violations of its rules. In this case, the severity of Licensee's confidentiality violations, as well as his dishonesty in specific instances, convinced the ALJ that the Board correctly seeks to revoke his license. Revocation is appropriate.

This result is extremely unfortunate, because the evidence from other witnesses indicates that Licensee is excellent in the work he does with clients, particularly veterans with Post Traumatic Stress Disorder (PTSD). However, the ethical violations established here indicate that revocation is the appropriate remedy.

### **EXCEPTIONS**

On October 9, 2017, the Board received and reviewed written exceptions from Licensee. In his exceptions, Licensee contends that the Board is "grossly negligent" to revoke his license for a "first offense." The Board has the statutory discretion to revoke a license upon proof that a licensee has violated the Board's statutes and ethical standards, whether or not a licensee had a record of prior discipline. The Board concurs with the conclusion of the ALJ that Licensee's confidentiality violations and specific occasions of dishonesty support the Board's decision to revoke his license. To do less in this case would not adequately protect the public from a person that lacks the fundamental integrity to hold a license as a professional counselor.

In an attachment to his exceptions, Licensee submitted a copy of the Board's report that reflects past disciplinary actions of this Board. While this report reflects that the Board does not revoke a license in every case, there are numerous examples in the disciplinary report where licensees or applicants either surrendered their license or were revoked without a history of prior discipline by this Board. Licensee also attached emails that he did not offer at hearing. This constitutes new evidence, with no showing that these emails were not reasonably available at the time of the original hearing or relevant. The Board did not consider the emails in its deliberation. Licensee's exceptions are lacking in merit.

### **ORDER**

The Board of Licensed Professional Counselors and Therapists has reviewed and adopts ALJ Barber's findings of fact and conclusions of law and contained within the Proposed Order, and now issues the following Order:

The license of Grover P. Pridmore is revoked, and he shall pay the costs of the disciplinary proceedings in the amount of \$29,822.67<sup>6</sup> within 60 days of the effective date this

---

<sup>6</sup> The cost assessment includes the following:

- AAG hours: 92.20 hours x \$175/hr = \$16,135.00
- DOJ paralegal hours: 55 hours x \$90/hr = \$ 4,955.00
- OAH hours: \$7,342.67
- Expert Consultant: \$1,395



order is signed by the Board Chair.

IT IS SO ORDERED this 19th day of October, 2017.

BOARD OF LICENSED PROFESSIONAL  
COUNSELORS & THERAPISTS  
State of Oregon

REDACTEDREDACTED  
REDACTEDREDACTED  
REDACTEDREDACTED

Don Thomson, LPC  
Vice Chair

**Right to Judicial Review**

**NOTICE:** You are entitled to judicial review of this Order. Judicial review may be obtained by filing a petition for review with the Oregon Court of Appeals within 60 days after the final order is served upon you. See ORS 183.482. If this Order was personally delivered to you, the date of service is the day it was mailed, not the day you received it. If you do not file a petition for judicial review within the 60 days' time period, you will lose your right to appeal.