

Complaint notice for HGI website

March 2018: Mrs Sarah Simpson; HGI Reference no: 162664; Perranporth, Cornwall

The complaint against the above-named Registrant of the Human Givens Institute (HGI) was investigated and taken to Adjudication in line with the HGI Complaints Procedure.

The Adjudication Panel considered the alleged breaches of the HGI Code of Ethics and Conduct (<https://www.hgi.org.uk/about-hgi/ethics-and-conduct>).

The Adjudication Panel, in accepting this complaint, was concerned with the allegations made within the complaint suggesting breaches of the HGI Code of Ethics and Conduct, in particular with the following:

1. Inadequate contracting process

The Complainant alleged that:

- Mrs Simpson did not provide her with a copy of her terms of business or information about providing feedback and making a complaint.
- whilst Mrs Simpson made clear that she could leave therapy at any time and that she did not require any notice, she did not discuss cancellation arrangements.
- Mrs Simpson did not make clear that her approach to therapy would “preclude speaking about upsetting events from the past” and that had she known this she would have sought a different therapist.

2. Breaches of confidentiality

Note: *Where ellipses [. . .] occur, they indicate an omission of text in order to protect the identity of third parties.*

The Complainant alleged that:

- following her decision to end therapy she received several messages from Mrs Simpson’s [...] “demanding” that she pay for six month’s additional therapy and threatening to take her to court. Note: The Complainant stated that she was forced to engage a solicitor to deal with the matter and that a subsequent letter sent by Mrs Simpson’s [...] to the solicitor contained information that should have been confidential, especially since Mrs Simpson had informed her that [...] played no part in her practice.
- Mrs Simpson additionally breached her confidentiality by:
 - telling her [...] about her case and introducing her as one of her clients when they encountered each other in the local town;
 - passing her mobile phone number to [...] and encouraging them to text her;

- allowing [...] to be present during a therapy session.

3. Alleged exploitation and intimidation

The Complainant alleged that:

- Mrs Simpson asked her to sign a ‘therapy contract’, telling her that this was specifically so that she [Mrs Simpson] could “obtain a mortgage”, claiming that all her clients had to do this and that in other respects this was a “worthless piece of paper which means absolutely nothing”, but that when she tried to end therapy, she was informed that she had to give six months’ notice.
- on contesting the above, she received intimidating emails from Mrs Simpson’s [...] threatening to sue her, which continued for several days until the police intervened and both Mrs Simpson and [...] were warned not to contact her.
- Mrs Simpson later produced a document containing her signature “agreeing to a six months period”, adding that she did not sign such a document and that Mrs Simpson’s actions are “a very clear breach” of A.14.11 of the HGI code of ethics, i.e. that “Clients should be made aware that they can withdraw from receiving professional services at any time they so choose”.
- she was “shocked and upset” when Mrs Simpson informed her that she was moving from [...] to Cornwall in the near future, adding that in view of the short notice she felt she had no option but to agree to Mrs Simpson travelling from Cornwall to spend a whole day with her each week at a cost of around £1,100 per session.
- when subsequently she proposed cutting back, as she found it very tiring seeing Mrs Simpson for a full day a week, Mrs Simpson became “very angry” and told her how much she had sacrificed in order to keep the therapy going.
- in a later conversation, Mrs Simpson informed her that she “had the option of handing her over to the NHS as a vulnerable adult and disclosing her file to the relevant authorities”, an apparent threat that she found very intimidating as it was of “primary importance” to her to maintain her independence. Note: Further to the above, the complainant alleged that:
 - “In an attempt to control my actions Mrs Simpson used knowledge gained from my therapy. In particular she exploited my fear of losing my independence and led me to believe that my [...] was correct in suggesting that I could be institutionalized against my will. This was one of the most exploitative and untherapeutic actions undertaken by her...I believe that this is particularly serious given that my disability and previous experience makes me particularly vulnerable to abuse of this kind. Rather than using her knowledge of my various vulnerabilities to help me she used this knowledge to exploit me. She attempted to do this even when the therapy was over and

sent me a text entitled 'ALERTING AUTHORITIES'.

4. Angry untherapeutic behaviour

The Complainant alleged that:

- Mrs Simpson displayed anger towards her during therapy sessions and in some email correspondence, and also that on some occasions Mrs Simpson shouted at her during therapy.

5. Dual relationships

The Complainant alleged that:

- Mrs Simpson encouraged the development of dual relationships, for example:
 - [...] provided the complainant with bookkeeping services;
 - Mrs Simpson invited her to social events;
 - The exchange of gifts and greetings cards with [...];
 - [...] provided a 'dog-sitting' service to her;
 - Mrs Simpson took on the role of Lasting Power of Attorney (Health and Welfare) in relation to the Complainant.

6. The therapist took up therapeutic space with her own needs and emotions and failed to maintain adequate professional boundaries/behaviour

The Complainant alleged that:

- during the course of therapy, Mrs Simpson spoke frequently about [...] and about her own traumatic past experiences.
- Mrs Simpson asked her to comment on some chapters of a novel she was writing, which dealt with domestic violence.
- Mrs Simpson was frequently late for therapy sessions.
- Mrs Simpson frequently took calls on her mobile phone during therapy sessions.
- she received a text message from Mrs Simpson, which described Mrs Simpson's own personal concerns in emotional terms and made reference to the "many sacrifices" she had made on to "be there" for her.

7. The therapist imposed her own views on the client

The Complainant alleged that:

- Mrs Simpson gave her little opportunity for her to explore own views, preventing her from determining the course of the therapy or the subjects covered, and imposing her own views upon her.

Findings

On the balance of probability, having fully considered the above allegations in relation to the available documentary evidence, together with the testimony given by the Complainant and Mrs Simpson at their respective face-to-face hearings, the Adjudication Panel made the following findings:

1. Inadequate contracting process

The Adjudication Panel found that Mrs Simpson had breached the HGI Code of Ethics and Conduct in relation to the allegations in question. The breaches were deemed to constitute Unacceptable Professional Conduct, which is defined as conduct which falls short of the standard required of a Registrant of the HGI.

In view of the available evidence, it was decided that the allegation of inadequate contracting process be upheld.

2. Breaches of confidentiality

The Adjudication Panel found that Mrs Simpson had breached the HGI Code of Ethics and Conduct in relation to the allegations in question. The breaches were deemed to be Unacceptable Professional Conduct, which is defined as conduct which falls short of the standard required of a Registrant of the HGI.

In view of the available evidence, it was decided that the allegation of breaches of confidentiality be upheld.

Notes:

- a) The Adjudication Panel found that while it is difficult to substantiate some of the allegations made by the Complainant as these constituted a case of one person's word against another, there is clear evidence of breaches of confidentiality in the context of the involvement of Mrs Simpson's [...], and also in relation to [...] correspondence with the Complainant's solicitor.
- b) There is also evidence of multiple relationships and possible conflict of interests and lack of awareness and vigilance about the possible negative consequences of dual relationships on the client. See also Allegation 5 to the effect that the therapist encouraged the client to enter into dual relationships.

3. Exploitation and intimidation

The Adjudication Panel found that Mrs Simpson had breached the HGI Code of Ethics and Conduct in relation to the allegations in question. The breaches were deemed to be Unacceptable Professional Conduct, which is defined as conduct which falls short of the standard required of a Registrant of the HGI.

In view of the available evidence, it was decided that the allegation of exploitation and intimidation be upheld.

4. Angry untherapeutic behaviour

The Adjudication Panel was unable to adjudicate on the allegations in question since there was a discrepancy between the version of events provided by the Complainant and Mrs Simpson, it coming down to one person's word against another.

In view of the lack of clear evidence, the Adjudication Panel decided that the allegation of angry, untherapeutic be not upheld.

5. Dual relationships

The Adjudication Panel found that Mrs Simpson had breached the HGI Code of Ethics and Conduct and the allegations in question were deemed Unacceptable Professional Conduct, which is defined as conduct which falls short of the standard required of an HGI Registrant. It was also decided that her lack of awareness in relation to the confusion and negative outcomes that can arise from dual relationships constituted professional incompetence.

In view of the available evidence, it was decided that the allegation that the therapist encouraged the Complainant to enter into dual relationships be upheld.

6. The therapist took up therapeutic space with her own needs and emotions and failed to maintain adequate professional boundaries/behaviour

The Adjudication Panel found that Mrs Simpson had breached the HGI Code of Ethics and Conduct in relation to the allegation in question. The breaches were deemed to be Unacceptable Professional Conduct, which is defined as conduct which falls short of the standard required of a Registrant of the HGI.

In view of the available evidence it was decided that the allegation that the therapist took up therapeutic space with her own needs and emotions, and failed to maintain adequate professional boundaries/behaviour, be upheld.

7. The therapist imposed her own views on the client

The Adjudication Panel found that while to a degree this was a case of one person's word against another, it established on the balance of probability that Mrs Simpson failed to honour her client's need for control and autonomy and did in fact impose her own views on her. Also, the Complainant's claim that she was not allowed to talk about distressing events from her past implies a degree of professional incompetence and a failure to meet the needs of the Complainant.

Mrs Simpson disputed the truth of the Complainant's claim but offered no evidence in support of her case. Her clinical notes covering the entire six-year period of therapy were not available.

On balance, the Adjudication Panel decided the allegation to the effect that Mrs Simpson imposed her own views on the client be upheld, deeming her behaviour to constitute Unacceptable Professional Conduct and Professional Incompetence.

Spare Capacity

On the basis of documentary evidence indicating that Mrs Simpson found that travelling to and from Cornwall to see the client extremely tiring, the Adjudication Panel formed the opinion that Mrs Simpson did not at times have the spare capacity to undertake the commitment she made to the Complainant on moving away from her earlier location.

Mitigation

Whilst Mrs Simpson admitted that she had made some mistakes and would do some things differently in the future, she showed no insight or remorse in relation to the distress suffered by the complainant as a consequence of her actions. In addition, she demonstrated little insight into the potential harms resulting from dual relationships and the failure to maintain adequate professional boundaries.

Sanction

In view of the serious nature of the upheld allegations, the Adjudication Panel decided that the highest level of available sanction be applied, i.e. that Mrs Simpson's name be removed from the HGI Register of accredited therapists. In association with this sanction, the Panel informed Mrs Simpson that, as set out in the HGI Indicative Sanctions Guidance (https://www.hgi.org.uk/sites/default/files/hgi/Indicative_Sanctions_Guidance.pdf), her name will be listed as 'Removed' on the HGI Register and a notice to that effect displayed on her entry on the HGI Register for a period of five years, together with details of the complaints that were upheld.

The relevant clauses from the HGI Indicative Sanctions Guidance document, together with the Adjudication Panel's respective determinations, are set out below:

Removal from the Register is the most severe sanction that can be applied and should be used where there is no other means of protecting the public and/or maintaining confidence in the profession. A comparable degree of seriousness also applies to terminating a Trainee Status Member's tenure as a trainee of the HGI. These sanctions are likely to be appropriate when the behaviour is fundamentally incompatible with registration or training as a human givens practitioner and involves any of the following (this list is not exhaustive):

a) A reckless disregard for the principles set out in the HGI Code of Ethics and Conduct for patient safety. *Since the available evidence indicated numerous breaches of the HGI*

Code of Ethics and Conduct, the Adjudication Panel decided that the practitioner had shown a reckless disregard for many of the principles in question.

b) A serious departure from the relevant professional standards outlined in the HGI Code of Ethics and Conduct. *The Adjudication Panel decided that the allegations as upheld indicate a serious departure from the relevant professional standards.*

c) The practitioner poses a risk of harm to others (clients/patients or otherwise), either deliberately or through incompetence and particularly where there is a continuing risk to clients/patients. *The Adjudication Panel was of the view that the lack of insight evidenced by the practitioner into the effect of her actions, her lack of remorse and wish to make amends, posed a serious concern as to the possibility of a repetition of such behaviour, concluding that there was serious risk of harm to others.*

d) Serious abuse of position/trust (particularly involving vulnerable clients/patients) or serious violation of the rights of patients. *The client, who was also the Complainant, in this case was both psychologically and physically vulnerable. The upheld allegations in relation to inadequate contracting, breaches of confidentiality, exploitation and intimidation and the encouragement of dual relationships, were deemed to constitute violations of the Complainant's rights as a patient. In particular, the signing of a financial contract, the length of the therapy sessions, and the Lasting Power of Attorney (Health and Welfare) were regarded as serious breaches of trust. The contract invalidated the Complainant's right to leave therapy at a time of her choosing. Moreover, the contract was required to obtain a mortgage, which was the practitioner's need, and as such did not meet the Complainant's need for volition.*

[e] Convictions or cautions for sexual offences, including involvement in any form of child pornography, or findings of sexual misconduct.] **Not applicable in this case.**

f) A serious level of dishonesty (especially where persistent or covered up). *The Adjudication Panel concluded that the existence of two versions of the contract, the abdication of responsibility for financial recording and the existence of the Lasting Power of Attorney (Health and Welfare) document all suggest a serious level of dishonesty on the part of the practitioner.*

g) Persistent lack of insight into seriousness of actions or consequences. *The persistent lack of insight evidenced by the practitioner in relation to the seriousness of her actions, together with her inability to take responsibility for her actions were all seen as posing a serious concern. This, together with a lack of supervision or request for support, even subsequent to the conduct hearing, indicates a serious lack of insight. The practitioner's mitigation statement, whilst it spoke of seeing the error of her ways, in fact highlighted further the practitioner's inability to understand the seriousness of her actions, the potential for creating dependency and the lack of professional boundaries. The statement made by the practitioner's [...] to the effect that they acted as the client's bookkeeper whilst acting as the practitioner's financial administrator further highlighted the lack of professional boundaries and emphasised the practitioner's inability to see the error of her actions.*

h) A serious lack of competence and no evidence of improvement following a period of continuous suspension or conditions of practice. *Not applicable.*

i) A failure to engage in the fitness to practise process. *The lack of supervision between 2011 and 2015 in relation to the therapy sessions attended by the Complainant indicates a serious failure to take seriously and engage fully with the fitness to practise process.*

Appeal

An appeal submitted by Mrs Simpson against the decision of the Adjudication Panel was considered by an independent Appeal Panel of the HGI. After full consideration of the range of available evidence, the Appeal Panel came to the unanimous conclusion that the findings and sanctions applied by the RPSC were fair and proportionate.

Amendments to the Adjudication Findings report

At the adjudication stage, the Adjudication Panel was led to believe that Mrs Simpson did not have a valid supervision contract in place during 2016, a contention that was disputed by Mrs Simpson. During the appeal process it was brought to the attention of the Appeal Panel that further information provided by the supervisor concerned had confirmed that a valid supervision contract was in place at the time in question.

It was also brought to the attention of the Appeal Panel that a claim by the Adjudication Panel to the effect that Mrs Simpson failed to include reference to the complaint made against her when applying to the HGI for reaccreditation in September 2016 was the result of an oversight on the part of the Adjudication Panel. (In the event, Mrs Simpson was notified of the complaint in October 2016.)

In response, the Appeal Panel advised the Adjudication Panel to amend the Adjudication Findings document to reflect the above points. The Adjudication Panel has complied with the advice.

Resignation of Mrs Simpson

Several days before the Appeal Panel submitted its findings, Mrs Simpson notified her resignation from the HGI. However, since the Adjudication Panel earlier had ruled that she be removed from the HGI Register, and since this has since been endorsed by the Appeal Panel, the decision to remove Mrs Simpson will stand. A note to this effect has been displayed on the HGI website and will remain for a period of five years from 25th September 2017, the date on which the Adjudication Panel made its decision.