

Geoffrey Mogridge

**A Report by the
Deputy Health and Disability Commissioner**

(Case 06HDC07873)



Health and Disability Commissioner
Te Toihau Hauora, Hauātanga

Parties involved

Mrs A	Complainant/consumer
Mr A	Complainant/consumer
Mr Geoffrey Mogridge	Provider/Natural therapies practitioner

Complaint

On 29 May 2006 the Commissioner received a complaint from Mr A and his wife, Mrs A, about the services provided by natural therapies practitioner Mr Geoffrey Mogridge. The following issues were identified for investigation:

- *The adequacy and appropriateness of care provided by Mr Geoffrey Mogridge to his client, Mrs A, from May 2003 onwards.*
- *The appropriateness of Mr Geoffrey Mogridge's relationship with his client, Mrs A, from May 2003 onwards.*
- *The adequacy and appropriateness of care provided by Mr Geoffrey Mogridge to his client, Mr A, from July to August 2003.*

An investigation was commenced on 16 June 2006.

Information reviewed

Information from:

- Mrs A
- Mr A
- Mr Geoffrey Mogridge

Mr Mogridge's treatment records for Mr A and Mrs A.

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Code of Health and Disability Services Consumers' Rights

The following Rights in the Code of Health and Disability Services Consumers' Rights are applicable to this complaint:

Right 2

Right to Freedom from Discrimination, Coercion, Harassment, and Exploitation

Every consumer has the right to be free from discrimination, coercion, harassment, and sexual, financial or other exploitation.

Right 4

Right to Services of an Appropriate Standard

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(2) Every consumer has the right to have services provided that comply with legal, professional, ethical, and other relevant standards.

(3) Every consumer has the right to have services provided in a manner consistent with his or her needs.

Opinion

This report is the opinion of Tania Thomas, Deputy Commissioner, and is made in accordance with the power delegated to her by the Commissioner.

Breach — Mr Geoffrey Mogridge

Introduction

Mr Mogridge works in the Auckland region. He describes his specialty as “healing”. He provides services “to help people work with different aspects of their lives emotionally, mentally and also physically”. He also provided “spiritual healing”, “massaging in some cases”, and ran a variety of workshops (“aimed at not only helping people on a spiritual sense but also in a physical sense in relation to their daily lives”). He advertised as a “natural therapies practitioner” specialising in healing and counselling.

I consider Mr Mogridge to be a health care provider under section 3(k) of the Health and Disability Commissioner Act 1994 (the Act), as he “holds himself ... out, as providing health services to the public”. The services Mr Mogridge provided to Mrs A and Mr A were intended to be, and were advertised as, “services to promote health” and included general discussions of a counselling nature. Therefore I am satisfied that

Mr Mogridge provided “health services” in accordance with the definition in section 2 of the Act.

Mrs A

Sexual exploitation

Although there is a dispute about when exactly the intimate relationship commenced and finished, both Mr Mogridge and Mrs A agree that they had a sexual relationship over a number of months, and during that time Mrs A was also receiving and paying for therapy.

Mr Mogridge stated in a letter to Mrs A’s husband:

“My social life in New Zealand has, up until now, always centred around my work. I enjoyed the attention that I received and many of my girlfriends had been clients. What I wanted was a girlfriend to love me, but in between allowed myself to indulge in whatever attention I could get and yes that involved sexual experimentation. I justified this by separating my work from these liaisons, thinking that I could do both. I allowed myself to think that there was a time for work and a time for play. When the work was finished I felt it was OK to indulge in my human nature and my own needs and passions. Most of these liaisons were carried out simultaneously to my work. In that many I saw outside work and also worked with them. Some as you already know overlapped and yes I thought I could separate them. And yes I gave no thought to anything but my own selfish needs.”

To use a purported professional assessment as an opportunity to make sexual advances is to sexually exploit the consumer involved.¹ There was a power imbalance between Mr Mogridge and his client, Mrs A, who was in a vulnerable position, particularly as she was seeking services because of past sexual abuse. A therapist who violates the boundaries of the therapist/client relationship thereby exploits the client.² The client is dependent on the therapist to honour his or her professional fiduciary obligations to meet the client’s needs before his or her own. I am satisfied there was a fiduciary relationship between Mrs A and Mr Mogridge.

In Opinion 03HDC06499, the Commissioner stated:

“Exploitation occurs where a person in a fiduciary relationship (such as a counsellor) takes advantage of another for his or her own ends. It is irrelevant to a finding of exploitation whether the person to whom a fiduciary duty is owed is a willing participant.”

¹ See Opinion 02HDC09817, www.hdc.org.nz.

² HPDT 27/OT05/14D, para 54, www.hpdt.org.nz.

I am in no doubt that Mr Mogridge was indulging in a relationship with Mrs A for his own gratification — what he described as his “own selfish needs”. By engaging in a sexual relationship with Mrs A, Mr Mogridge violated his fiduciary obligations and exploited her. His knowledge that she was also a vulnerable client — having suffered a rape in the past — compounds the gravity of his behaviour. In my opinion Mr Mogridge sexually exploited his client, Mrs A, and therefore breached Right 2 of the Code.

Standard of care

Mrs A stated that she went to Mr Mogridge in May 2003 as she had “struggled with the consequences of the rape” she had suffered in the past. Until March 2004, Mr Mogridge provided Mrs A with a variety of healing therapies, and for much of that time there was a concurrent sexual relationship.

Mr Mogridge knew that Mrs A was a vulnerable client. However, he did not seem to reflect at any stage on the fact that it would be inappropriate to have a sexual relationship with Mrs A. He argued that he could separate his work from what he described as his “play”. Mr Mogridge considered that the relationship was the same as that between two consenting adults, and it appears that he had no qualms about pursuing a sexual relationship at the same time as having a professional relationship. His view is egocentric and dangerous, and ignored the effect such a relationship could have on Mrs A. That he also had a sexual relationship with another highly vulnerable client³ at the same time as he was in a sexual relationship with Mrs A is evidence of Mr Mogridge’s lack of insight into the effects of his behaviour on his clients.

By having an intimate relationship with a vulnerable client, and ignoring the negative effect such a relationship could (and did) have, Mr Mogridge failed to provide services in a manner consistent with Mrs A’s needs. Accordingly, Mr Mogridge breached Right 4(3) of the Code.

Mr A

Mr A also received services from Mr Mogridge, on four occasions between 6 July and 14 August 2003. Mr Mogridge’s and Mrs A’s accounts about when their relationship commenced vary. Mr Mogridge believed that the sexual relationship commenced on the fourth session, which he pinpointed as occurring on 21 July 2003. However, he also admitted that there had been “passionate” kissing at the third session, which was prior to Mrs A and her family departing on holiday. In contrast, Mrs A stated that the sexual relationship commenced prior to her departure for the holiday, and she recalls discussing with a friend while overseas her guilt about having had sex twice with Mr Mogridge.

³ See Opinion 06HDC09325, www.hdc.org.nz.

Having considered the accounts, I am satisfied that an intimate, if not sexual, relationship had commenced between Mr Mogridge and Mrs A prior to Mr A's first appointment with Mr Mogridge. Even though he was having an intimate relationship with Mr A's wife, Mr Mogridge saw Mr A three more times before Mr A decided to end the professional relationship. At the time, Mr A had no knowledge of the intimate relationship between his wife and Mr Mogridge. Mr Mogridge admits that he made no attempts to end the professional relationship with Mr A.

Mr Mogridge's intimate relationship with Mrs A created an inherent conflict of interest with his professional relationship with Mr A. The nature of the services he provided to Mr A — particularly the discussions about the difficulties he was having in relation to his wife's rape — meant that the service Mr Mogridge provided was compromised, as he could not be independent and objective. In my view, it is a fundamental ethical standard that, where such a conflict exists, a health care provider should disclose the conflict and/or terminate the relationship. By not taking such steps, Mr Mogridge breached Right 4(2) of the Code.

Protection of the public

Mr Mogridge stated that many of his "girlfriends" had been clients of his. He declined to name how many, but in addition to Mrs A and the woman referred to in Opinion 06HDC09325, Mr Mogridge named another client with whom he had had a sexual relationship, and advised that his former girlfriend had also been a client. Although he said that he now recognises the need to maintain professional boundaries, Mr Mogridge stated that he understands that this is for *his* protection. He appears to remain oblivious to the fact that entering an intimate relationship with a client is potentially harmful to the client.

I am concerned that there is a risk to the public in Mr Mogridge continuing to practise. As he is an unregistered health care provider, the Commissioner's powers are limited. However, I intend to refer Mr Mogridge to the Director of Proceedings, to consider whether this matter should be brought before the Human Rights Review Tribunal. In light of my concerns about protection of the public, I will also name Mr Mogridge in the abridged copy of this report to be placed on the Health and Disability Commissioner website.

I am also concerned that during the investigation Mr Mogridge stated that he had previously worked for Victim Support. Taking account of the professional standards and personal values shown by Mr Mogridge during this investigation, I believe that it would be dangerous for him to be supporting vulnerable female clients, and will bring this report to the attention of Victim Support.

Follow-up actions

- Mr Mogridge will be referred to the Director of Proceedings in accordance with section 45(2)(f) of the Health and Disability Commissioner Act 1994 for the purpose of deciding whether any proceedings should be brought before the Human Rights Review Tribunal.
 - An abridged copy of this report, with details identifying the parties removed but naming Mr Mogridge, will be sent to Victim Support, the New Zealand Association of Counsellors, and placed on the Health and Disability Commissioner website, www.hdc.org.nz.
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Addendum

The Director of Proceedings decided to issue proceedings before the Human Rights Review Tribunal. On 21 December 2007 the Tribunal made a declaration that Mr Mogridge had breached Rights 2, 4(2), and 4(4) of the Code.

He was ordered to pay compensatory damages of \$15,000 to Mrs A and \$5,000 to Mr A, and exemplary damages of \$10,000 to Mrs A and \$8,000 to Mr A.

On 9 May 2008 the HRRT ordered Mr Mogridge to pay \$11,250 costs, and imposed an order under s 54(1)(b) of the Health and Disability Commissioner Act, restraining him from repeating the conduct that led to the breaches of the Code.

Mr Mogridge's application for name suppression was declined.