

**State of New Hampshire
Board of Mental Health Practice
Concord, New Hampshire**

In the Matter of:

Anne M. Bosse
(Allegation of Unlawful Practice)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public, the New Hampshire Board of Mental Health Practice (“Board”), and Anne M. Bosse (“Respondent”), do hereby stipulate and agree to resolve certain pending allegations of unlawful conduct according to the following terms and conditions:

1. Under RSA 330-A:23 and RSA 330-A:22, V, independent or private mental health practice requires Board licensure in New Hampshire.
2. Pursuant to RSA 310-A:1-m, VIII, the Board has jurisdiction to authorize investigations into allegations of unlawful practice by persons not licensed to engage in mental health practice in this state. Pursuant to RSA 541-A: 38, such allegations may be resolved by settlement and without commencing an adjudicatory hearing.
3. On June 4, 2022, the Board received a complaint that Respondent, who holds no licensure from the Board, was operating an independent mental health counseling practice.

4. The Board initiated an investigation and obtained information from various sources pertaining to Respondent's activities related to alleged unlicensed practice in the State of New Hampshire.
5. Respondent stipulates that if an adjudicatory hearing were to take place, evidence would establish:
 - A. Respondent has over 25 years of experience providing counseling services in the State of New Hampshire.
 - B. Other than this complaint, no other complaint has been filed against Respondent with a licensing board in New Hampshire.
 - C. During the period at issue, Respondent lawfully provided mental health counseling as an employee of substance use treatment facilities in New Hampshire under the clinical supervision of licensed mental health providers.
 - D. Respondent has never been issued a license by the Board and, during the period at issue, was not a candidate for licensure with an agreement on record with the Board.
 - E. On or about March of 2022, Respondent opened Progressive Life Healing, a part-time counseling practice with an office in Ossipee. Respondent was the sole proprietor and employee of the practice.
 - F. Respondent utilized online public listings to advertise Progressive Life Healing, offered independent mental health counseling services and represented that she was supervised by a mental health care

practitioner licensed in New Hampshire.

G. Between approximately March and October of 2022, Respondent provided independent mental health counseling to approximately six clients.

H. Although a supervisory agreement was not on file with the Board, Respondent at all times believed she was supervised by a mental health care practitioner licensed in New Hampshire while she provided services at Progressive Life Healing.

I. As of November, 30, 2022, Respondent closed Progressive Life Healing and stopped providing mental health services to clients at that practice.

6. The Board finds that Respondent committed the acts as described above and concludes that such conduct constitutes unlicensed practice as defined by RSA 330-A:23, I.

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose civil penalties.

8. The Board finds that Respondent's voluntary closure of Progressive Life Healing preemptively complied with the requirements of a cease-and-desist letter.

9. Respondent consents to the Board imposing the following civil penalty, pursuant to RSA 310-A:1-m, VIII:

A. Respondent shall be issued a cease and desist order by the Board

prohibiting her from engaging in private mental health practice unless properly licensed.

- B. Respondent is assessed a fine in the amount of two thousand dollars, (\$2,000.00), one thousand dollars (\$1,000.00) of which shall be suspended for a period of one year on the condition that she not engage in independent or private mental health practice unless properly licensed.
 - C. Respondent shall pay the fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below. Payment shall be made by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 7 Eagle Square, Concord, New Hampshire.
10. The Board agrees that in return for Respondent executing this *Settlement Agreement*, it will not proceed with a formal adjudicatory process based upon the facts described herein.
 11. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the conduct described herein. However, this conduct may be considered as evidence of a pattern of conduct in the event that similar unlawful conduct is proven against Respondent in the future.
 12. No part of this *Settlement Agreement* shall be construed as precluding Respondent from obtaining mental health licensure in the future if she is otherwise qualified, from becoming a candidate for licensure, or from

practicing under the specific exceptions established under Chapter 330-A.

13. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained as a public document.
14. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
15. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
16. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with his decision to enter into this *Settlement Agreement*.
17. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
18. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
19. Respondent certifies that she has read this document titled *Settlement*

Agreement. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the conduct described herein.

20. This *Settlement Agreement* shall take effect as an Order of Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 4/10/2023

Anne M. Bosse, M.S.
Anne M. Bosse
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: April 21, 2023

J. Webber
(Signature)

J. Webber
(Print or Type Name)
Authorized Representative of
the
New Hampshire Board of Mental
Health Practice

